

EXHIBIT 28

PACHULSKI STANG ZIEHL & JONES LLP
Jeffrey N. Pomerantz (CA Bar No.143717) (*admitted pro hac vice*)
Ira D. Kharasch (CA Bar No. 109084) (*admitted pro hac vice*)
John A. Morris (NY Bar No. 2405397) (*admitted pro hac vice*)
Gregory V. Demo (NY Bar No. 5371992) (*admitted pro hac vice*)
Hayley R. Winograd (NY Bar No. 5612569) (*admitted pro hac vice*)
10100 Santa Monica Blvd., 13th Floor
Los Angeles, CA 90067
Telephone: (310) 277-6910
Facsimile: (310) 201-0760

HAYWARD PLLC
Melissa S. Hayward
Texas Bar No. 24044908
MHayward@HaywardFirm.com
Zachery Z. Annable
Texas Bar No. 24053075
ZAnnable@HaywardFirm.com
10501 N. Central Expy, Ste. 106
Dallas, TX 75231
Tel: (972) 755-7100
Fax: (972) 755-7110

Counsel for Highland Capital Management, L.P.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re: §
§ Chapter 11
HIGHLAND CAPITAL MANAGEMENT, L.P.,¹ §
§ Case No. 19-34054-sgj11
Debtor. §
§
HIGHLAND CAPITAL MANAGEMENT, L.P., §
Plaintiff, § Adversary Proceeding
vs. § No. 20-3190-sgj11
JAMES D. DONDERO, §
Defendant. §

¹ The Debtor's last four digits of its taxpayer identification number are (6725). The headquarters and service address for the above-captioned Debtor is 300 Crescent Court, Suite 700, Dallas, TX 75201.



**DECLARATION OF JOHN A. MORRIS
IN SUPPORT OF THE DEBTOR'S MOTION FOR AN ORDER REQUIRING MR. JAMES
DONDERO TO SHOW CAUSE WHY HE SHOULD NOT BE HELD IN CIVIL CONTEMPT
FOR VIOLATING THE TRO**

I, John A. Morris, pursuant to 28 U.S.C. § 1746(a), under penalty of perjury, declares as follows:

1. I am a partner in the law firm Pachulski, Stang, Ziehl & Jones LLP, counsel to the above-referenced Debtor, and I submit this Declaration in support of the *Debtor's Motion for an Order Requiring Mr. James Dondero to Show Cause Why He Should Not Be Held in Civil Contempt for Violating the TRO* (the "Motion") being filed contemporaneously herewith.² I submit this Declaration based on my personal knowledge and review of the documents listed below.
2. Attached as Exhibit G is a true and correct copy of certain text messages between James Dondero and Jason Rothstein.³
3. Attached as Exhibit K is a true and correct copy of a letter from Pachulski Stang Ziehl & Jones LLP to D. Michael Lynn, dated December 23, 2020.
4. Attached as Exhibit L is a true and correct copy of an e-mail string dated December 18, 2020, concerning certain trading activity.
5. Attached as Exhibit M is a true and correct copy of the Response to K&L Gates LLP, dated December 22, 2020.

² Capitalized terms not defined herein shall have the meanings ascribed to them in the Motion.

³ Because this Motion is related to the Debtor's motion for a preliminary injunction that will be heard on January 8, 2021, for the convenience of the Court and the parties, the Debtor adopts for this Motion the order of exhibits set forth in the *Debtor's Witness and Exhibit List with Respect to Evidentiary Hearing to Be Held on January 8, 2021*. [Adv. Pro. Docket No. 45], and any amendments thereto.

6. Attached as **Exhibit N** is a true and correct copy of the Response to K&L Gates LLP, dated December 23, 2020.

7. Attached as **Exhibit P** is a true and correct copy of an e-mail string dated December 12, 2020, concerning a possible deal.

8. Attached as **Exhibit Q** is a true and correct copy of an e-mail string dated December 16, 2020 regarding list for joint meeting.

9. Attached as **Exhibit R** is a true and correct copy of certain text messages between James Dondero and Melissa Schroth

10. Attached as **Exhibit S** is a true and correct copy of certain text messages between James Dondero and Isaac Leventon.

11. Attached as **Exhibit U** is a true and correct copy of a letter from Bonds Ellis to J. Pomerantz, dated December 29, 2020.

12. Attached as **Exhibit W** is a true and correct copy of an e-mail string dated December 15, 2020, concerning The Dugaboy Investment Trust and Get Good Trust Common Interest Agreement.

13. Attached as **Exhibit X** is a true and correct copy of a letter dated December 30, 2020, from K&L Gates to Pachulski Stang Ziehl and Jones.

14. Attached as **Exhibit Y** is a true and correct copy of an e-mail between Grant Scott and Scott Ellington dated December 23, 2020.

15. Attached as **Exhibit Z** is a true and correct copy of the transcript of the deposition of Mr. James Dondero, dated January 5, 2021.

I declare under penalty of perjury of the laws of the United States that the foregoing is true and correct.

Dated: January 7, 2021.

/s/ John A. Morris
John A. Morris

EXHIBIT G

12:21

< 53



Jason >

iMessage

Thu, Dec 10, 6:25 PM

I left your old phone in the top
drawer of Tara's desk

Ok

Yesterday 12:31 PM

Monday, December 28

SETTINGS now

iPhone Backup Failed

You don't have enough space in iCloud to back up this iPhone. Add or manage storage now.

SETTINGS now

iPhone Not Backed Up

This iPhone hasn't been backed up. Backups happen when this iPhone is connected to power, locked, and on Wi-Fi.

Call me in 30 minutes please

Delivered



iMessage



EXHIBIT K



LAW OFFICES
LIMITED LIABILITY PARTNERSHIP

LOS ANGELES, CA
SAN FRANCISCO, CA
WILMINGTON, DE
NEW YORK, NY

10100 SANTA MONICA BLVD.

13th FLOOR
LOS ANGELES
CALIFORNIA 90067

TELEPHONE: 310/277 6910

FACSIMILE: 310/201 0760

Jeffrey N. Pomerantz

December 23, 2020

310.772.2336

jpomerantz@pszjlaw.com

Via E-mail

D. Michael Lynn
Bonds Ellis Eppich Schafer Jones
LLP
420 Throckmorton Street
Suite 1000
Fort Worth, Texas 76102

Re: Termination of James Dondero Access to Office and Services

Dear Judge Lynn:

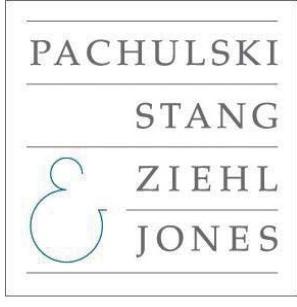
As you know, on December 10, 2020, a temporary restraining order was entered against Mr. James Dondero by the Bankruptcy Court for the Northern District of Texas, Dallas Division (the “TRO”). Case No. 20-03190-sgj, Docket No. 10 (Bankr. N.D. Tex. Dec. 10, 2020).

Pursuant to the TRO, Mr. Dondero was, among others things, prohibited from communicating with the employees of Highland Capital Management, L.P. (the “Debtor”) (subject to certain limited exceptions) and interfering with or otherwise impeding, directly or indirectly, the Debtor’s business. We have discussed with you several instances in which Mr. Dondero breached the terms of the TRO and will not repeat them here.

As you also know, the Debtor manages certain collateralized loan obligations (the “CLOs”). The Debtor sought to cause the CLOs to sell certain publicly-traded equity securities, including AVYA and SKY (tickers), prior to Thanksgiving. Mr. Dondero blocked these trades. That conduct, among other things, caused the TRO to be entered.

These trades were also the subject to the *Motion for Order Imposing Temporary Restrictions on Debtor’s Ability, as Portfolio Manager,*

WEB: www.pszjlaw.com



LAW OFFICES

December 23, 2020

Page 2

to Initiate Sales by Non-Debtor CLO Vehicles [D.I. 1528] (the “CLO Motion”), which was filed by, among others, NexPoint Advisors, L.P. (“NPA”) and Highland Capital Management Fund Advisors, L.P. (“HCMFA”). At the hearing on December 16, 2020, Judge Jernigan stated both that she agreed that the CLO Motion was brought by “Mr. Dondero, through different entities” and that it was frivolous.

On December 22, 2020, employees of NPA and HCMFA notified the Debtor that they would not settle the CLOs' sale of the AVYA and SKY securities. To justify their conduct, those employees mimicked the frivolous arguments made in the CLO Motion. This conduct violated the TRO, and HCMLP reserves all rights to seek appropriate sanctions with respect to such violation.

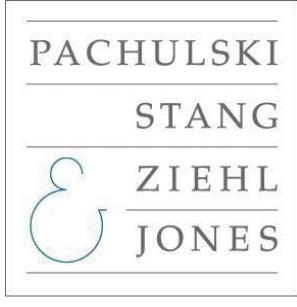
As a result of this conduct, among other things, HCMLP has concluded that Mr. Dondero's presence at the HCMLP office suite and his access to all telephonic and information services provided by HCMLP are too disruptive to HCMLP's continued management of its bankruptcy case to continue.

As a consequence, Mr. Dondero's access to the offices located at 200/300 Crescent Court, Suite 700, Dallas, Texas 75201 (the "Office"), will be revoked effective Wednesday, December 30, 2020 (the "Termination Date"). As of the Termination Date, Mr. Dondero's key card will be de-activated and building staff will be informed that Mr. Dondero will no longer have access to the Office.

Further, as of the Termination Date, Mr. Dondero's access to his @highlandcapital.com email account will be revoked, and Mr. Dondero will no longer have access to that email account or any emails, calendars, or contacts associated with that email account.

In addition, Mr. Dondero's access to the HCMLP system and all services maintained on that system, including his Bloomberg terminal, will be revoked as of the Termination Date.

HCMLP will also terminate Mr. Dondero's cell phone plan and those cell phone plans associated with parties providing personal services to Mr. Dondero (collectively, the "Cell Phones"). HCMLP demands that Mr. Dondero immediately turn over the Cell Phones to HCMLP by delivering them to you; we can make arrangements to recover the phones from you at a later date. The Cell Phones and



LAW OFFICES

December 23, 2020

Page 3

the accounts are property of HCMLP. HCMLP further demands that Mr. Dondero refrain from deleting or “wiping” any information or messages on the Cell Phone. HCMLP, as the owner of the account and the Cell Phones, intends to recover all information related to the Cell Phones and the accounts and reserves the right to use the business-related information.

Any attempt by Mr. Dondero to enter the Office, regardless of whether he is entering on his own or as a guest, will be viewed as an act of trespass. Similarly, any attempts by Mr. Dondero to access his @highlandcapital.com email account or any other service previously provided to Mr. Dondero by HCMLP will be viewed as an act of trespass, theft, and/or an attempted breach of HCMLP's security protocols.

Finally, HCMLP demands that Mr. Dondero take all steps necessary to retain and protect from loss, destruction, alteration or defacement all documents, communications, and information relating to the Debtor, the Debtor's assets, any assets managed by the Debtor, or the Debtor's employees.

HCMLP reserves all rights that it may have whether at law, equity, or in contract, including the right to restrict the access of HCMFA and NPA employees to the Office and HCMLP-provided services. Nothing herein will be construed as a waiver of any such rights.

Sincerely,

J. Ponterantz/gvd

Jeffrey N. Pomerantz

cc: Ira Kharasch, Esq.
John Morris, Esq.
Gregory Demo, Esq.

EXHIBIT L

From: Jim Dondero <JDondero@HighlandCapital.com>
To: Scott Ellington <SELLington@HighlandCapital.com>
Subject: FW: Jefferies recap
Date: Fri, 18 Dec 2020 16:03:32 -0600
Importance: Normal
Inline-Images: image001.jpg; image002.png

From: Joe Sowin
Sent: Friday, December 18, 2020 3:34 PM
To: Jim Dondero ; DC Sauter
Subject: FW: Jefferies recap

JOSEPH R. SOWIN

Co-Chief Investment Officer & Global Head of Equity Trading



300 Crescent Court | Suite 700 | Dallas, Texas 75201

O: 972.419.4492 | C: 203.912.5935 | F: 972.628.4147

jsowin@highlandcapital.com | www.highlandcapital.com

From: James Seery <jpseerryjr@gmail.com>
Sent: Friday, December 18, 2020 3:32 PM
To: Steven Haltom <SHaltom@HighlandCapital.com>; Brad Gianiny <bgianiny@jefferies.com>; Cyrus Eftekhari <CEftekhari@HighlandCapital.com>; Christopher A Bianchi <cbianchi@jefferies.com>; James Colasanto <jcolasanto@jefferies.com>; James Romey <jromeyp@DSIConsulting.com>; Joe Sowin <JSowin@HighlandCapital.com>; Matt Pearson <MPearson@HighlandCapital.com>; NYMO1 <NYMO1@Jefferies.com>; Ronald Wong <rwwong@jefferies.com>; R-Settlement <R-Settlement@Highlandfunds.com>
Cc: Thomas Surgent <TSurgent@HighlandCapital.com>
Subject: Re: Jefferies recap

To be clear, Avaya should be allocated evenly to the 10 CLOs that hold it. NO account sold short. Thanks

Best. Jim

Jim Seery

631-804-2049

jpseerryjr@gmail.com

From: Jim Seery <jpseerryjr@gmail.com>
Date: Friday, December 18, 2020 at 4:30 PM
To: Steven Haltom <SHaltom@HighlandCapital.com>, Brad Gianiny <bgianiny@jefferies.com>, Cyrus

Eftekhari <CEftekhari@HighlandCapital.com>, Christopher A Bianchi <cbianchi@jefferies.com>, James Colasanto <jcolasanto@jefferies.com>, James Romey <jromeyp@DSIConsulting.com>, Joseph Sowin <JSowin@HighlandCapital.com>, Matt Pearson <MPearson@HighlandCapital.com>, NYMO1 <NYMO1@Jefferies.com>, Ronald Wong <rwong@jefferies.com>, R-Settlement <R-Settlement@Highlandfunds.com>

Cc: Thomas Surgent <TSurgent@HighlandCapital.com>

Subject: Re: Jefferies recap

The NXRT is out of the HCMLP internal.

SKY should be allocated evenly across Grayson and Greenbriar CLO

Avaya should be allocated pro rata across all of the CLOS except Acis 7.

Please call me with any questions.

Thanks

Best. Jim

Jim Seery

631-804-2049

jpseeryjr@gmail.com

From: Steven Haltom <SHaltom@HighlandCapital.com>

Date: Friday, December 18, 2020 at 4:21 PM

To: Brad Gianiny <bgianiny@jefferies.com>, Cyrus Eftekhari <CEftekhari@HighlandCapital.com>, Christopher A Bianchi <cbianchi@jefferies.com>, James Colasanto <jcolasanto@jefferies.com>, Jim Seery <jpseeryjr@gmail.com>, James Romey <jromeyp@DSIConsulting.com>, Joseph Sowin <JSowin@HighlandCapital.com>, Matt Pearson <MPearson@HighlandCapital.com>, NYMO1 <NYMO1@Jefferies.com>, Ronald Wong <rwong@jefferies.com>, R-Settlement <R-Settlement@Highlandfunds.com>

Subject: RE: Jefferies recap

Brad,

What accounts are these in?

Steven Haltom | Manager, Operations



300 Crescent Court | Suite 700 | Dallas, Texas 75201

972.628.4178 | shaltom@hcmlp.com | www.hcmlp.com

From: Brad Gianiny <bgianiny@jefferies.com>

Sent: Friday, December 18, 2020 3:02 PM

To: Cyrus Eftekhari <CEftekhari@HighlandCapital.com>; Christopher A Bianchi <cbianchi@jefferies.com>; James Colasanto <jcolasanto@jefferies.com>; Jim Seery

<jpseeryjr@gmail.com>; James Romey <jromeyp@DSIConsulting.com>; Joe Sowin <JSowin@HighlandCapital.com>; Matt Pearson <MPearson@HighlandCapital.com>; NYMO1 <NYMO1@Jefferies.com>; Ronald Wong <rwong@jefferies.com>; R-Settlement <R-Settlement@Highlandfunds.com>

Subject: Jefferies recap

SKY- sld 22k @ 32.2251

NHF- sld 10k @ 10.5461

AVYA- sld 6412 @ 19.7598

Brad Gianiny

Equity Sales Trader

Jefferies LLC

520 Madison Avenue, 2nd Floor

New York, NY 10022

W: 212-284-2291

C: 770-366-6253

<http://www.jefferies.com/salesandtradingdisclaimer/>

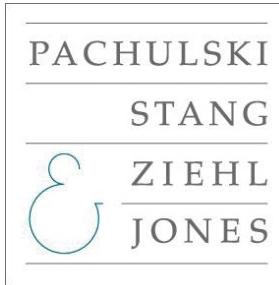
<http://extwebdev.qa.jefco.com/europeandasiasalesandtradingdisclaimer/>

Jefferies archives and monitors outgoing and incoming e-mail. The contents of this email, including any attachments, are confidential to the ordinary user of the email address to which it was addressed. If you are not the addressee of this email you may not copy, forward, disclose or otherwise use it or any part of it in any form whatsoever. This email may be produced at the request of regulators or in connection with civil litigation. Jefferies accepts no liability for any errors or omissions arising as a result of transmission. Use by other than intended recipients is prohibited.

DISCLAIMER- This email is intended for the recipient(s) only and should not be copied or reproduced without explicit permission. The material provided herein is for informational purposes only and does not constitute an offer or commitment, a solicitation of an offer, or any advice or recommendation, to enter into or conclude any transaction. It may contain confidential, proprietary or legally privileged information. If you receive this message in error, please immediately delete it.

PRIVILEGE WARNING: The sender or recipient of this message is a member of the legal department at Highland Capital Management. This message and any attachments hereto may constitute attorney work product or be protected by the attorney-client privilege. Do not disclose this message or any attachments hereto without prior consent of a member of the legal department at Highland Capital Management.

EXHIBIT M



LAW OFFICES
LIMITED LIABILITY PARTNERSHIP

NEW YORK, NY
LOS ANGELES, CA
SAN FRANCISCO, CA
WILMINGTON, DE

780 THIRD AVENUE
34th FLOOR
NEW YORK
NEW YORK 10017-2024
TELEPHONE: 212/561 7700
FACSIMILE: 212/561 7777

LOS ANGELES
10100 SANTA MONICA BLVD.
13th FLOOR
LOS ANGELES
CALIFORNIA 90067
TELEPHONE: 310/277 6910
FACSIMILE: 310/201 0760

SAN FRANCISCO
150 CALIFORNIA STREET
15th FLOOR
SAN FRANCISCO
CALIFORNIA 94111-4500
TELEPHONE: 415/263 7000
FACSIMILE: 415/263 7010

DELAWARE
919 NORTH MARKET STREET
17th FLOOR
P.O. BOX 8705
WILMINGTON
DELAWARE 19899-8705
TELEPHONE: 302/652 4100
FACSIMILE: 302/652 4400

WEB: www.pszjlaw.com

Gregory Demo

December 24, 2020

212-561-7700
gdemo@pszjlaw.com

Via E-mail

James A. Wright III
K&L Gates LLP
State Street Financial Center
One Lincoln Street
Boston, Massachusetts 02111

A. Lee Hogewood III
K&L Gates LLP
4350 Lassiter at North Hills Ave.
Suite 300
Raleigh, North Carolina 27609

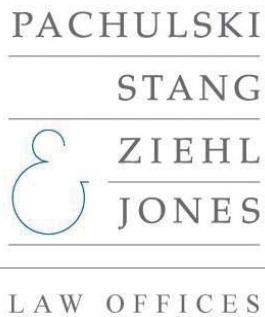
Re: *In re Highland Capital Management, L.P., Case No. 19-34054-sgi (Bankr. N.D. Tex)*

Dear Counsel:

As you know, we represent Highland Capital Management, L.P. (the “Debtor”), the debtor-in-possession in the above-captioned bankruptcy case.

On December 8, 2020, your firm filed that certain *Motion for Order Imposing Temporary Restrictions on Debtor’s Ability, as Portfolio Manager, to Initiate Sales by Non-Debtor CLO Vehicles* [D.I. 1528] (the “Motion”)¹ on behalf of Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P., Highland Income Fund, NexPoint Strategic Opportunities Fund, and NexPoint Capital, Inc. (collectively, the “Movants”). After hearing the sworn testimony of the Movants’ witness and the arguments made on the Movants’ behalf, Judge Jernigan found that the Motion was “a very, very frivolous motion” and that your firm “wasted [her]

¹ All capitalized terms used but not defined herein shall have the meanings given to them in the Motion.



James A. Wright III
A. Lee Hogewood III
December 24, 2020
Page 2

time." (Transcript, 64:5-12) An order was entered denying the Motion on December 18, 2020 [D.I. 1605].

On December 22, we received the letter attached as Exhibit A (the "Letter") from your firm on behalf of the Movants and CLO Holdco, Ltd. (an entity affiliated with James Dondero) re-asserting almost verbatim the frivolous arguments raised in the Motion. Concurrently, we received notice that certain of the Movants' employees would not settle trades on behalf of the CLOs that were authorized by the Debtor acting in its capacity as the CLOs' portfolio manager. The Movants' employees who interfered with the Debtor's directions justified their conduct by asserting – again almost verbatim – the frivolous arguments raised in the Motion.

The Movants have caused the Debtor to incur substantial costs defending itself against the Motion and preparing to defend against the frivolous suits forecasted in the Letter. The Debtor demands that the Movants withdraw the letter by 5:00 p.m. CT on Monday, December 28, 2020, and confirm that the Movants and anyone acting on their behalf will take no further steps to interfere with the Debtor's directions as the CLOs' portfolio manager. If the Movants fail to timely comply with these demands, the Debtor shall seek prompt judicial relief, including seeking sanctions under Federal Rule of Bankruptcy Procedure 9011.

The Debtor reserves all rights it may have, whether in law equity, or contract, including the right to seek reimbursement of any and all fees and expenses incurred in seeking sanctions.

Please feel free to contact me with any questions.

Sincerely,



Gregory Demo

Enclosure

cc: Jeffrey Pomerantz, Esq.
Ira Kharasch, Esq.
John Morris, Esq.
John J. Kane, Esq.

Exhibit A



December 22, 2020

A. Lee Hogewood, III
Lee.hogewood@klgates.com

T: 1-919-743-7306

Jeffrey N. Pomerantz
Ira D. Kharasch
John A. Morris
Gregory V. Demo
Hayley R. Winograd
Pachulski Stang Ziehl & Jones, LLP
10100 Santa Monica Blvd., 13th Floor
Los Angeles, CA 90067

Dear Counsel:

I am writing to you on behalf of our clients Highland Capital Management Fund Advisors, L.P. ("HMCFA") and NexPoint Advisors, L.P. ("NexPoint", and together with HCMFA, the "Advisors"), and Highland Income Fund, NexPoint Strategic Opportunities Fund, and NexPoint Capital, Inc. (together, the "Funds"). CLO Holdco, Ltd. ("CLO Holdco") whose counsel is copied below, joins in this notice and request.

As you are aware, certain registered investment companies and a business development company managed by either NexPoint or HCMFA own preference shares in many of the CLOs. In the following cases those companies own a majority of such shares¹:

- Stratford CLO, Ltd. 69.05%
 - Grayson CLO, Ltd. 60.47%
 - Greenbriar CLO, Ltd. 53.44%

¹ These ownership percentages are derived from information provided by the Debtor. If the Debtor contends that the ownership percentages are inaccurate, please inform us of the Debtor's differing calculations.

December 22, 2020
Page 2

In other cases, such companies in combination with CLO Holdco hold all, a super-majority, or a majority of the preference shares in the following CLOs:

- Liberty CLO, Ltd. 70.43%
- Stratford CLO, Ltd. 69.05%*²
- Aberdeen Loan Funding, Ltd. 64.58%
- Grayson CLO, Ltd. 61.65%*
- Westchester CLO, Ltd. 58.13%
- Rockwall CDO, Ltd. 55.75%
- Brentwood CLO, Ltd. 55.74%
- Greenbriar CLO, Ltd. 53.44%*

Additionally, such companies own significant minority stakes in the following CLO's:

- Eastland CLO, Ltd. 41.69%
- Red River CLO, Ltd. 33.33%

The ownerships described above represent in many cases the total remaining outstanding interests in such CLOs, because the noteholders have been paid in full. In others, the remaining noteholders represent only a small percentage of remaining interests. Thus, the economic ownership of the registered investment companies, business development company, and CLO Holdco largely represent the investors in the CLOs identified above.

Contractually, the Debtor is obligated to maximize value for the benefit of the preference shareholders. Accordingly, we respectfully request that no further dispositions of CLO interests occur pending the confirmation hearing. While we recognize the Court denied the Advisor and Funds motion on this subject, the Court did not require liquidations occur immediately, and we reserve all rights to and remedies against the Debtor should the Debtor continue to liquidate CLO interests in contravention of this joint request. Given the Advisor, Funds, and CLO Holdco's requests, it is difficult to understand the Debtor's rationale for continued liquidations, or the benefit to the Debtor from pursuing those sales.

As you know, HCMLP's duties are set forth in the portfolio management agreements of the CLOs, which themselves have been adopted under the Investment Advisers Act of 1940 ("Advisers Act"). As HCMLP readily admits, it is: (i) terminating employees on January 31, 2021, which will result in a loss of the employees that have traditionally serviced those CLOs; (ii) ignoring the requests of the Advisors, Funds, and CLO Holdco, which together account for all or a majority of interests in certain CLOs, and selling assets of those CLOs prior to plan-confirmation; and (iii) adding a replacement manager as subadviser prior to January 31, 2021. The Advisors, Funds, and CLO Holdco assert that those actions run in contravention to HCMLP's duty to maximize value for the holders of preference shares and thus what HCMLP has agreed to under the portfolio management agreement, as well as its duties under the Advisers Act, which ultimately will adversely impact the economic owners noted above.

² CLO's marked with an asterisk (*) appear in the foregoing list as well.

December 22, 2020
Page 3

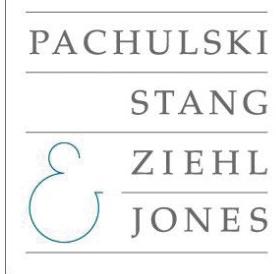
For the forgoing and other reasons, we request that no further CLO transactions occur at least until the issues raised by and addressed in the Debtor's plan are resolved at the confirmation hearing.

Sincerely,

A. Lee Hogewood, III

A. Lee Hogewood, III

EXHIBIT N



LAW OFFICES
LIMITED LIABILITY PARTNERSHIP

NEW YORK, NY
LOS ANGELES, CA
SAN FRANCISCO, CA
WILMINGTON, DE

780 THIRD AVENUE
34th FLOOR
NEW YORK
NEW YORK 10017-2024
TELEPHONE: 212/561 7700
FACSIMILE: 212/561 7777

LOS ANGELES
10100 SANTA MONICA BLVD.
13th FLOOR
LOS ANGELES
CALIFORNIA 90067
TELEPHONE: 310/277 6910
FACSIMILE: 310/201 0760

SAN FRANCISCO
150 CALIFORNIA STREET
15th FLOOR
SAN FRANCISCO
CALIFORNIA 94111-4500
TELEPHONE: 415/263 7000
FACSIMILE: 415/263 7010

DELAWARE
919 NORTH MARKET STREET
17th FLOOR
P.O. BOX 8705
WILMINGTON
DELAWARE 19899-8705
TELEPHONE: 302/652 4100
FACSIMILE: 302/652 4400

WEB: www.pszjlaw.com

Gregory Demo

December 24, 2020

212-561-7700
gdemo@pszjlaw.com

Via E-mail

James A. Wright III
K&L Gates LLP
State Street Financial Center
One Lincoln Street
Boston, Massachusetts 02111

A. Lee Hogewood III
K&L Gates LLP
4350 Lassiter at North Hills Ave.
Suite 300
Raleigh, North Carolina 27609

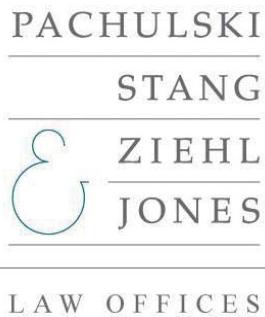
Re: *In re Highland Capital Management, L.P., Case No. 19-34054-sgj (Bankr. N.D. Tex)*

Dear Counsel:

As you know, we represent Highland Capital Management, L.P. (the “Debtor”), the debtor-in-possession in the above-captioned bankruptcy case.

On December 8, 2020, your firm filed that certain *Motion for Order Imposing Temporary Restrictions on Debtor’s Ability, as Portfolio Manager, to Initiate Sales by Non-Debtor CLO Vehicles* [D.I. 1528] (the “Motion”)¹ on behalf of Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P., Highland Income Fund, NexPoint Strategic Opportunities Fund, and NexPoint Capital, Inc. (collectively, the “Movants”). After hearing the sworn testimony of the Movants’ witness and the arguments made on the Movants’ behalf, Judge Jernigan was convinced that the Movants were in fact Mr. James Dondero seeking to disrupt

¹ All capitalized terms used but not defined herein shall have the meanings given to them in the Motion.



James A. Wright III
A. Lee Hogewood III
December 24, 2020
Page 2

HCMP's estate by using different controlled entities to accomplish his ends.

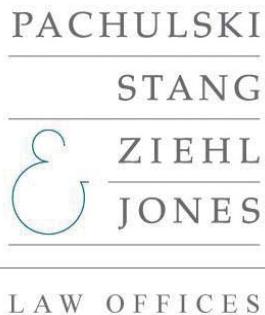
On December 23, we received the letter attached as Exhibit A (the "Letter") from your firm on behalf of the Movants and CLO Holdco, Ltd. (an entity affiliated with James Dondero) informing us that they were seeking to terminate certain CLO management agreements for "cause." For the reasons set forth herein, among others, such action is sanctionable under the circumstances and is otherwise prohibited by the CLOs' governing documents.

First, the Movants are owned and/or controlled by Mr. Dondero. These facts were disclosed in the Movants' public filings with the Securities and Exchange Commission and confirmed by Mr. Dustin Norris's testimony at the hearing held on December 16, 2020. Consequently, the Movants' attempt to terminate the CLO management agreements violates the order entered on January 9, 2020 [D.I. 339] (the "January Order"), which prohibits Mr. Dondero from "caus[ing] any Related Entity to terminate any agreements with the Debtor." A copy of the January Order is attached as Exhibit B.

Second, "cause" does not exist to terminate the CLO management agreements. The Debtor has a duty under the Investment Advisers Act of 1940 to the CLOs, not to any specific investor in the CLOs. *See, e.g., Goldstein v. SEC*, 451 F.3d 873, 881-82 (D.C. Cir. 2006) ("[t]he adviser owes fiduciary duties only to the fund, not to the fund's investors. . ."). The Debtor has, at all times, fulfilled its statutory and contractual duties to the CLOs and will continue to do so. As counsel, you have a duty to investigate the spurious allegations in your pleadings, but you failed to do so. Your clients' desire to re-assert control over the CLOs is not evidence to the contrary.

Third, the Movants, by their own admission, consider themselves affiliates of the Debtor. Under the management agreements, affiliates of a manager cannot replace a manager, and therefore, are prohibited from removing a manager.

Please confirm to us, in writing, no later than 5:00 p.m. CT on Monday, December 28, 2020, that you are withdrawing the Letter and that the Movants and CLO Holdco, Ltd., commit not to take any



James A. Wright III
A. Lee Hogewood III
December 24, 2020
Page 3

actions, either directly or indirectly, to terminate the CLO management agreements. If we do not receive such confirmation, the Debtor will seek immediate relief from the bankruptcy court, including an action for contempt for violating the January Order and sanctions under Federal Rule of Bankruptcy Procedure 9011 or otherwise.

The Debtor reserves all rights it may have, whether in law equity, or contract, including the right to seek reimbursement of any and all fees and expenses incurred in seeking sanctions.

Please feel free to contact me with any questions.

Sincerely,



Gregory Demo

Enclosure

cc: Jeffrey Pomerantz, Esq.
Ira Kharasch, Esq.
John Morris, Esq.
John J. Kane, Esq.

Exhibit A



December 23, 2020

A. Lee Hogewood, III
Lee.hogewood@klgates.com

T: 1-919-743-7306

Jeffrey N. Pomerantz
Ira D. Kharasch
John A. Morris
Gregory V. Demo
Hayley R. Winograd
Pachulski Stang Ziehl & Jones, LLP
10100 Santa Monica Blvd., 13th Floor
Los Angeles, CA 90067

Dear Counsel:

I am writing to you on behalf of our clients Highland Capital Management Fund Advisors, L.P. ("HMCFA") and NexPoint Advisors, L.P. ("NexPoint", and together with HCMFA, the "Advisors"), and Highland Income Fund, NexPoint Strategic Opportunities Fund, and NexPoint Capital, Inc. (together, the "Funds"). CLO Holdco, Ltd. ("CLO Holdco") whose counsel is copied below, joins in this notice and request.

As you are aware, certain registered investment companies and a business development company managed by either NexPoint or HCMFA own preference shares in many of the CLOs. In the following cases those companies own a majority of such shares¹:

- Stratford CLO, Ltd. 69.05%
- Grayson CLO, Ltd. 60.47%
- Greenbriar CLO, Ltd. 53.44%

¹ These ownership percentages are derived from information provided by the Debtor. If the Debtor contends that the ownership percentages are inaccurate, please inform us of the Debtor's differing calculations.

December 23, 2020
Page 2

In other cases, such companies in combination with CLO Holdco hold a super-majority, or a majority of the preference shares in the following CLOs:

- Liberty CLO, Ltd. 70.43%
- Stratford CLO, Ltd. 69.05%*²
- Aberdeen Loan Funding, Ltd. 64.58%
- Grayson CLO, Ltd. 61.65%*
- Westchester CLO, Ltd. 58.13%
- Rockwall CDO, Ltd. 55.75%
- Brentwood CLO, Ltd. 55.74%
- Greenbriar CLO, Ltd. 53.44%*

Additionally, such companies own significant minority stakes in the following CLO's:

- Eastland CLO, Ltd. 41.69%
- Red River CLO, Ltd. 33.33%

The ownerships described above represent in many cases the total remaining outstanding interests in such CLOs, because the noteholders have been paid in full. In others, the remaining noteholders represent only a small percentage of remaining interests. Thus, the economic ownership of the registered investment companies, business development company, and CLO Holdco largely represent the investors in the CLOs identified above.

In pleadings filed with the Bankruptcy Court, you asserted that one or more of the entities identified above lacked the authority to seek a replacement of the Debtor as fund manager because of the alleged affiliate status of the beneficial owners of such entities. We disagree.

Consequently, in addition to our request of yesterday, where appropriate and consistent with the underlying contractual provisions, one or more of the entities above intend to notify the relevant trustees and/or issuers that the process of removing the Debtor as fund manager should be initiated, subject to and with due deference for the applicable provisions of the United States Bankruptcy Code, including the automatic stay of Section 362. The basis for initiating the process for such removal includes, but is not limited to, the fact that HCMLP's duties, as set forth in the portfolio management agreements of the CLOs, are subject to the requirements of the Investment Advisers Act of 1940 ("Advisers Act"). HCMLP appears to be acting contrary to those duties under the agreements and where HCMLP is not fulfilling its duties under the portfolio management agreement it is therefore violating the Advisers Act. Thus, because HCMLP is (i) terminating employees on January 31, 2021, which will result in a loss of the employees that have traditionally serviced, including key investment professionals identified in the transactional documents for those CLOs (generally Mark Okada and Jim Dondero); (ii) ignoring the requests of the Advisors, Funds, and CLO Holdco, which together account for all or a majority of interests in certain CLOs, and selling assets of those CLOs prior to plan confirmation; (iii)

² CLO's marked with an asterisk (*) appear in the foregoing list as well.

December 23, 2020
Page 3

adding a replacement manager as subadviser prior to January 31, 2021; and (iv) for other cause, the Advisors, Funds, and CLO Holdco have concluded that they have no choice but to initiate HCMLP's removal as fund manager where such entities are contractually and legally permitted or obligated to do so.

Because the process of removal is being initiated, subject to the applicable provisions of the Bankruptcy Code, we respectfully request that no further CLO transactions occur at least until the issues raised by and addressed in the Debtor's plan are resolved at the confirmation hearing. To the extent there are CLO transactions prior to the confirmation, we intend to fully explore the business justification for doing so, as we do not believe there is any rational business reason to liquidate securities prior to that time.

Sincerely,

A. Lee Hogewood, III

A. Lee Hogewood, III

Exhibit B



CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed January 9, 2020



United States Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

In re:	§	Chapter 11
HIGHLAND CAPITAL MANAGEMENT, L.P., ¹	§	Case No. 19-34054-sgj11
Debtor.	§	Related to Docket Nos. 7 & 259

**ORDER APPROVING SETTLEMENT WITH OFFICIAL COMMITTEE OF
UNSECURED CREDITORS REGARDING GOVERNANCE OF THE DEBTOR
AND PROCEDURES FOR OPERATIONS IN THE ORDINARY COURSE**

Upon the *Motion of the Debtor to Approve Settlement with Official Committee of Unsecured Creditors Regarding Governance of the Debtor and Procedures for Operations in the Ordinary Course* (the “Motion”),² filed by the above-captioned debtor and debtor in possession

¹ The Debtor’s last four digits of its taxpayer identification number are (6725). The headquarters and service address for the above-captioned Debtor is 300 Crescent Court, Suite 700, Dallas, TX 75201.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

(the “Debtor”); the Court having reviewed the Motion, and finding that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§157 and 1334, (b) this is a core proceeding pursuant to 28 U.S.C. §157(b)(2)(A), and (c) notice of this Motion having been sufficient under the circumstances and no other or further notice is required; and having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and having determined that the relief sought in the Motion is in the best interests of the Debtor and its estate; and after due deliberation and sufficient cause appearing therefore,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on the terms and conditions set forth herein, and the United States Trustee’s objection to the Motion is OVERRULED.

2. The Term Sheet is approved and the Debtor is authorized to take such steps as may be necessary to effectuate the settlement contained in the Term Sheet, including, but not limited to: (i) implementing the Document Production Protocol; and (ii) implementing the Protocols.

3. The Debtor is authorized (A) to compensate the Independent Directors for their services by paying each Independent Director a monthly retainer of (i) \$60,000 for each of the first three months, (ii) \$50,000 for each of the next three months, and (iii) \$30,000 for each of the following six months, provided that the parties will re-visit the director compensation after the sixth month and (B) to reimburse each Independent Director for all reasonable travel or other expenses, including expenses of counsel, incurred by such Independent Director in connection with its service as an Independent Director in accordance with the Debtor’s expense reimbursement policy as in effect from time to time.

4. The Debtor is authorized to guarantee Strand's obligations to indemnify each Independent Director pursuant to the terms of the Indemnification Agreements entered into by Strand with each Independent Director on the date hereof.

5. The Debtor is authorized to purchase an insurance policy to cover the Independent Directors.

6. All of the rights and obligations of the Debtor referred to in paragraphs 3 and 4 hereof shall be afforded administrative expense priority under 11 U.S.C. § 503(b).

7. Subject to the Protocols and the Term Sheet, the Debtor is authorized to continue operations in the ordinary course of its business.

8. Pursuant to the Term Sheet, Mr. James Dondero will remain as an employee of the Debtor, including maintaining his title as portfolio manager for all funds and investment vehicles for which he currently holds that title; provided, however, that Mr. Dondero's responsibilities in such capacities shall in all cases be as determined by the Independent Directors and Mr. Dondero shall receive no compensation for serving in such capacities. Mr. Dondero's role as an employee of the Debtor will be subject at all times to the supervision, direction and authority of the Independent Directors. In the event the Independent Directors determine for any reason that the Debtor shall no longer retain Mr. Dondero as an employee, Mr. Dondero shall resign immediately upon such determination.

9. Mr. Dondero shall not cause any Related Entity to terminate any agreements with the Debtor.

10. No entity may commence or pursue a claim or cause of action of any kind against any Independent Director, any Independent Director's agents, or any Independent

Director's advisors relating in any way to the Independent Director's role as an independent director of Strand without the Court (i) first determining after notice that such claim or cause of action represents a colorable claim of willful misconduct or gross negligence against Independent Director, any Independent Director's agents, or any Independent Director's advisors and (ii) specifically authorizing such entity to bring such claim. The Court will have sole jurisdiction to adjudicate any such claim for which approval of the Court to commence or pursue has been granted.

11. Nothing in the Protocols, the Term Sheet or this Order shall affect or impair Jefferies LLC's rights under its Prime Brokerage Customer Agreements with the Debtor and non-debtor Highland Select Equity Master Fund, L.P., or any of their affiliates, including, but not limited to, Jefferies LLC's rights of termination, liquidation and netting in accordance with the terms of the Prime Brokerage Customer Agreements or, to the extent applicable, under the Bankruptcy Code's "safe harbor" protections, including under sections 555 and 561 of the Bankruptcy Code. The Debtor shall not conduct any transactions or cause any transactions to be conducted in or relating to the Jefferies LLC accounts without the express consent and cooperation of Jefferies LLC or, in the event that Jefferies withdraws consent, as otherwise ordered by the Court. For the avoidance of doubt, Jefferies LLC shall not be deemed to have waived any rights under the Prime Brokerage Customer Agreements or, to the extent applicable, the Bankruptcy Code's "safe harbor" protections, including under sections 555 and 561 of the Bankruptcy Code, and shall be entitled to take all actions authorized therein without further order of the Court

12. Notwithstanding any stay under applicable Bankruptcy Rules, this Order shall be effective immediately upon entry.

13. The Court shall retain jurisdiction over all matters arising from or related to the interpretation and implementation of this Order, including matters related to the Committee's approval rights over the appointment and removal of the Independent Directors.

END OF ORDER

EXHIBIT P

From: Scott Ellington <SEllington@HighlandCapital.com>

To: Michael Lynn <dmljng@gmail.com>

Cc: Jim Dondero <JDondero@HighlandCapital.com>, John Bonds <john@bondsellis.com>, Bryan Assink <bryan.assink@bondsellis.com>, "John Wilson" <john.wilson@bondsellis.com>

Subject: Re: Possible deal

Date: Sat, 12 Dec 2020 23:55:16 -0600

Importance: Normal

It will be JP Sevilla.

I will tell him that he needs to contact you first thing in morning

Sent from my iPhone

On Dec 12, 2020, at 8:44 PM, Michael Lynn wrote:

That said we MUST have a witness NOW.

Sent from my BlackBerry 10 smartphone.

From: Michael Lynn

Sent: Saturday, December 12, 2020 8:42 PM

To: Jim Dondero; John Bonds; Bryan Assink; John Wilson

Subject: Possible deal

The possible deal with the debtor went nowhere. It looks like trial.

Sent from my BlackBerry 10 smartphone.

PRIVILEGE WARNING: The sender or recipient of this message is a member of the legal department at Highland Capital Management. This message and any attachments hereto may constitute attorney work product or be protected by the attorney-client privilege. Do not disclose this message or any attachments hereto without prior consent of a member of the legal department at Highland Capital Management.

EXHIBIT Q

From: Scott Ellington <SELLington@HighlandCapital.com>

To: Jim Dondero <JDondero@HighlandCapital.com>

Subject: Re: List for joint meeting

Date: Wed, 16 Dec 2020 13:42:51 -0600

Importance: Normal

On it.

Sent from my iPhone

On Dec 16, 2020, at 1:33 PM, Jim Dondero wrote:

I'm going to need you to provide leadership here.

Sent from my iPhone

Begin forwarded message:

From: Michael Lynn

Date: December 16, 2020 at 1:07:50 PM CST

To: Douglas Draper , Jim Dondero

Subject: Re: List for joint meeting

I can't think of any others (assuming Zorada is with K&L Gates). I would contact the lawyers I have no opinion on additional contacts.

I had thought you would be representing more entities than the two trusts.

Sent from my BlackBerry 10 smartphone.

Original Message

From: Douglas Draper

Sent: Wednesday, December 16, 2020 11:13 AM

To: Michael Lynn; Jim Dondero

Subject: List for joint meeting

1) Daf John Kane attny 2) Highland Capital Management Fund Advisors George Zorada 3) Nexpoint Advisors Laureen Drawhorn 4) Highland CLO Funding Mark Maloney 5) Employees David Neier
Do we want to add or delete anybody from the list. Is the best route to have me call the lawyer or have a someone contact the client contact for the lawyer. Please advise
On another matter I think it would be a good idea to have a second client contact for my two clients. Give me your thoughts

Sent from my iPhone

Due to the current health crisis, the staff of Heller Draper & Horn . LLC will be working remotely and there may be some delay in responding to your email.

CONFIDENTIALITY NOTICE:

INFORMATION IN THIS MESSAGE IS INTENDED ONLY FOR THE PERSONAL AND CONFIDENTIAL USE OF THE RECIPIENT(S) NAMED ABOVE. This message is sent by or on behalf of an attorney of the law firm Heller, Draper & Horn, L.L.C. and is intended only for the use of the individual or entity to whom it is addressed. This message contains information and/or attachments that are privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or is not the employee or agent responsible for delivering this message to the intended recipient, please do not read, copy, use or disclose this communication to anyone. If you have received this communication in error, please notify us immediately by reply e-mail or by telephone at 504-299-3300 and immediately delete this message and all of its attachments.

Circular 230:

Pursuant to federal tax regulations imposed on practitioners who render tax advice ("Circular 230"), we are required to advise you that any advice contained in this communication regarding federal taxes is not written or intended to be used, and cannot be used by any person as the basis for avoiding federal tax penalties under the Internal Revenue Code nor can such advice be used or referred to for the purpose of promoting marketing or recommending any entity, investment plan or arrangement. Thank You.

PRIVILEGE WARNING: The sender or recipient of this message is a member of the legal department at Highland Capital Management. This message and any attachments hereto may constitute attorney work product or be protected by the attorney-client privilege. Do not disclose this message or any attachments hereto without prior consent of a member of the legal department at Highland Capital Management.

EXHIBIT R

12:17

5G E

< 53



Melissa >

Sat, Dec 12, 2:24 PM

Buyers agreed to February 1st
it's a done deal counter has
been signed! Very good news.

Ok, thanks....
Has JP reviewed Maplewood

Sat, Dec 12, 7:21 PM

We had him review the lease to
make sure we gave proper
notice.

Mon, Dec 14, 10:52 AM

Please check your mail for the
Acura title. Thanks !

Ok haven't seen it yet...

Wed, Dec 16, 5:18 PM

No dugaboy details without
subpoena

Thu, Dec 17, 2:49 PM



iMessage



Apple Pay



ero 000014

EXHIBIT S

12:26

5G E

< 53



Isaac >

iMessage

Wed, Dec 16, 4:36 PM

Was there any mention today of
DAF 18mm demand on
Trussway?

Tue, Dec 22, 3:55 PM

Send me Clemente contact info
please

And baker McKenzie contact
person please

Delivered

Matthew A. Clemente MC >
Sidley Austin LLP



iMessage



Apple Pay



Document 000043

EXHIBIT U

BONDS ELLIS EPPICH SCHAFER JONES LLP
ATTORNEYS & COUNSELORS

D. MICHAEL LYNN | D: 817.405.6915 | MICHAEL.LYNN@BONDSELLIS.COM

December 29, 2020

Via Email:

Jeffrey Pomerantz
Pachulski Stang Ziehl & Jones LLP
10100 Santa Monica Blvd., 13th Floor
Los Angeles, CA 90067
Email: jpomerantz@pszjlaw.com

Re: *In re: Highland Capital Management, L.P.* – Case No. 19-34054

Dear Jeff:

I am in receipt of your letter sent via email on the evening of December 23, 2020.

In response to the Debtor's demand concerning Mr. Dondero's cell phone, it is our understanding that the phone Dondero is currently using was purchased by Dondero several weeks ago and that the Debtor is not paying for the use of that phone. We are at present not sure of the location of the cell phone issued to Mr. Dondero by the Debtor, but we are not prepared to turn it over without ensuring that the privacy of attorney-client communications by text or email is protected. We are, however, willing to have an independent third party review any items that we would designate as privileged. Our office would need to review what is on the phone to determine what we would designate as privileged before it could reach such a person. In that regard, virtually all communications made between myself and other attorneys employed by Bonds Ellis Eppich Schafer Jones LLP have been through that phone and in many cases are preserved either as texts or emails.

Sincerely,

/s/ D. Michael Lynn

D. Michael Lynn

Cc: Jim Dondero
John Bonds

EXHIBIT W

From: Scott Ellington <SELLington@HighlandCapital.com>

To: Isaac Leventon <ILeventon@HighlandCapital.com>

Subject: Fwd: The Dugaboy Investment Trust and Get Good Trust - Common Interest Agreement

Date: Tue, 15 Dec 2020 15:47:38 -0600

Importance: Normal

Attachments: Common_Interest_Agreement_-_Dondero_(00374777-2xBDDDE)_ (002)_(Bonds_Ellis_comments).docx

Sent from my iPhone

Begin forwarded message:

From: Bryan Assink

Date: December 15, 2020 at 3:42:42 PM CST

To: Michael Lynn , Scott Ellington , John Bonds , John Wilson , Douglas Draper

Subject: RE: The Dugaboy Investment Trust and Get Good Trust - Common Interest Agreement

All,

Attached is the Common Interest Agreement with our comments.

Best,

Bryan

From: Michael Lynn

Sent: Tuesday, December 15, 2020 2:53 PM

To: Scott Ellington ; John Bonds ; Bryan Assink ; John Wilson

Subject: Fw: The Dugaboy Investment Trust and Get Good Trust - Common Interest Agreement

Bryan or John will review the agreement for us.

Sent from my BlackBerry 10 smartphone.

From: Deborah Hepting <dhepting@hellerdraper.com>

Sent: Tuesday, December 15, 2020 2:16 PM

To: 'Jim Dondero'; Michael Lynn

Subject: The Dugaboy Investment Trust and Get Good Trust - Common Interest Agreement

Please note from Douglas:

Attached please find the form agreement. Please review and advise who I should contact about being a party. Please forward for me to Scott Ellington. As you send me names, we will contact the lawyer to get this moving.

Thanks,

Douglas S. Draper
Heller, Draper & Horn, L.L.C.
650 Poydras Street, Suite 2500
New Orleans, LA 70130

Office: (504) 299-3300

Direct: (504) 299-3333

Fax: (504) 299-3399

Email: ddraper@hellerdraper.com

Due to the current health crisis, the staff of Heller Draper & Horn . LLC will be working remotely and there may be some delay in responding to your email.

CONFIDENTIALITY NOTICE:

INFORMATION IN THIS MESSAGE IS INTENDED ONLY FOR THE PERSONAL AND CONFIDENTIAL USE OF THE RECIPIENT(S) NAMED ABOVE. This message is sent by or on behalf of an attorney of the law firm Heller, Draper & Horn, L.L.C. and is intended only for the use of the individual or entity to whom it is addressed. This message contains information and/or attachments that are privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or is not the employee or agent responsible for delivering this message to the intended recipient, please do not read, copy, use or disclose this communication to anyone. If you have received this communication in error, please notify us immediately by reply e-mail or by telephone at 504-299-3300 and immediately delete this message and all of its attachments.

Circular 230:

Pursuant to federal tax regulations imposed on practitioners who render tax advice ("Circular 230"), we are required to advise you that any advice contained in this communication regarding federal taxes is not written or intended to be used, and cannot be used by any person as the basis for avoiding federal tax penalties under the Internal Revenue Code nor can such advice be used or referred to for the purpose of promoting marketing or recommending any entity, investment plan or arrangement. Thank You.

PRIVILEGE WARNING: The sender or recipient of this message is a member of the legal department at Highland Capital Management. This message and any attachments hereto may constitute attorney work product or be protected by the attorney-client privilege. Do not disclose this message or any attachments hereto without prior consent of a member of the legal department at Highland Capital Management.

EXHIBIT X



R. Charles Miller

202.778.9372

chuck.miller@klgates.com

December 31, 2020

Jeffrey N. Pomerantz

Ira D. Kharasch

John A. Morris

Gregory V. Demo

Hayley R. Winograd

Pachulski Stang Ziehl & Jones, LLP

10100 Santa Monica Blvd., 13th Floor

Los Angeles, CA 90067

Re: Termination of Dondero access to office and services

Dear Counsel:

We are writing to you on behalf of our clients Highland Capital Management Fund Advisors, L.P. (“HMCFA”) and NexPoint Advisors, L.P. (“NexPoint”, and together with HCMFA, the “Advisors”), and Highland Income Fund, NexPoint Strategic Opportunities Fund, NexPoint Capital, Inc. and the other retail funds advised by the Advisors (together, the “Funds”).

We have been provided a copy of your December 23, 2020 letter to Mr. Lynn regarding the termination of Mr. Dondero’s access to the office and services. We are extremely concerned that the loss of such access by Mr. Dondero could have serious effects for our clients and do unintended damage to their interests. In particular, the Funds, many of which are publicly-listed, registered with and regulated by the Securities and Exchange Commission, and have thousands of shareholders, may be economically disadvantaged to the extent that the Debtor’s actions deny Mr. Dondero the access and ability to provide the necessary and contractual services to them.

Mr. Dondero is portfolio manager and/or officer of various entities which occupy space in the premises and have shared access to email accounts, computers and other relevant material pursuant to the terms of various shared services agreements (the “Agreements”), which the Debtor has not rejected and for which such entities pay the Debtor significant fees. We are not aware of any provisions under the Agreements which give the Debtor the power to determine which employees of NexPoint Advisors,

December 30, 2020
Page 2

L.P. and other entities may enter the premises or have access to the email and related systems. If there are, please direct us to those provisions. The Debtor has given written notice to the Advisors and the Funds that the Agreements will remain in place until January 31, 2021, at which time they will terminate, and our clients have been and are acting in reliance on those written representations from the Debtor.

Mr. Dondero is the lead (and in some cases the sole) portfolio manager for certain of the Funds. He is intimately involved in the day-to-day operations and investment decisions regarding those Funds and in the operations of the Advisors. We believe that denying Mr. Dondero access to the premises, email and related systems will materially and adversely affect the function and reputation of the Advisors and the Funds. We ask that the Debtor reconsider its position refusing Mr. Dondero necessary access to the email, operating systems and building required to serve the Funds and the Advisors.

Sincerely,

/s R. Charles Miller

R. Charles Miller

Cc:

D. Michael Lynn (via email)

EXHIBIT Y

From: Grant Scott <gscott@scottlawgroupllc.com>

To: Scott Ellington <SELLington@HighlandCapital.com>

Subject: FW: It appears Jim will be available for a 9AM CT call. Can the K&L people make it?

Date: Wed, 23 Dec 2020 15:02:50 +0000

Inline-Images: image001.jpg

FYI, now

From: John J. Kane

Sent: Wednesday, December 23, 2020 9:58 AM

To: Grant Scott ; dsauter@nexpointadvisors.com; A. Lee Hogewood

Cc: Brian Clark

Subject: Re: It appears Jim will be available for a 9AM CT call. Can the K&L people make it?

866-399-4184

Conf Id: 5549564

Sent from my iPhone

On Dec 23, 2020, at 8:52 AM, Grant Scott <gscott@scottlawgroupllc.com> wrote:

FYI

From: DC Sauter <DSauter@NexPointadvisors.com>

Sent: Wednesday, December 23, 2020 9:51 AM

To: Grant Scott <gscott@scottlawgroupllc.com>

Cc: Jason Post <JPost@NexpoinAdvisors.com>; Hogewood, III, A. Lee <A.Lee.HogewoodIII@klgates.com>

Subject: RE: It appears Jim will be available for a 9AM CT call. Can the K&L people make it?

Yes. Copied here. Is there a dial-in?

D.C. Sauter

O: 972.628.4117 | C: 469.877.6440

From: Grant Scott <gscott@scottlawgroupllc.com>

Sent: Wednesday, December 23, 2020 8:48 AM

To: DC Sauter <DSauter@NexPointadvisors.com>

Subject: It appears Jim will be available for a 9AM CT call. Can the K&L people make it?

PRIVILEGE WARNING: The sender or recipient of this message is a member of the legal department at Highland Capital Management. This message and any attachments hereto may constitute attorney work product or be protected by the attorney-client privilege. Do not disclose this message or any attachments hereto without prior consent of a member of the legal department at Highland Capital Management.

DISCLAIMER- This email is intended for the recipient(s) only and should not be copied or reproduced without explicit permission. The material provided herein is for informational purposes only and does not constitute an offer or commitment, a solicitation of an offer, or any advice or recommendation, to enter into or conclude any transaction. It may contain confidential, proprietary or legally privileged information. If you receive this message in error, please immediately delete it.



EXHIBIT Z

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

IN RE:)
) CHAPTER 11
HIGHLAND CAPITAL)
MANAGEMENT, L.P.,) CASE NO.
) 19-34054-sgj11
Debtor.)

HIGHLAND CAPITAL)
MANAGEMENT, L.P.,)
Plaintiff,) Adversary Proceeding
v.) No. 20-3190-s gj11
JAMES D. DONDERO,)
Defendant.)

REMOTE VIDEO-RECORDED DEPOSITION OF

JAMES D. DONDERO

TUESDAY, JANUARY 5, 2021

23 REPORTED BY:

24 MICHAEL E. MILLER, FAPR, RDR, CRR

25 JOB NO. 188154

	Page 2	Page 3
1		1
2	2 REMOTE APPEARANCES:	
3	3 PACHULSKI STANG ZIEHL & JONES	
4	4 Attorneys for Debtor	
5	5 780 Third Avenue	
6	6 New York, NY 10017	
7	7 BY: JOHN MORRIS, ESQ.	
8	8 HAYLEY WINOGRAD, ESQ.	
9	9 JEFFREY POMERANTZ, ESQ.	
10	10 GREGORY DEMO, ESQ.	
11	11 IRA KHARASCH, ESQ.	
12	12	
13	13 LATHAM & WATKINS	
14	14 Attorney For UBS	
15	15 885 Third Avenue	
16	16 New York, NY 10022	
17	17 BY: SHANNON MCLAUGHLIN, ESQ.	
18	18 ZACHARY PROULX, ESQ.	
19	19	
20	20 JENNER & BLOCK	
21	21 Attorney for Redeemer Committee	
22	22 353 North Clark Street	
23	23 Chicago, IL 60654	
24	24 BY: TERRI MASCHERIN, ESQ.	
25	25	
	Page 4	Page 5
1		1
2	2 REMOTE APPEARANCES:	2 REMOTE APPEARANCES:
3	3 SIDLEY AUSTIN	3 DEBEVOISE & PLIMPTON
4	4 Attorneys For the Creditors Committee	4 Attorneys for HarbourVest Partners
5	5 2021 McKinney Avenue	5 919 Third Avenue
6	6 Dallas, TX 75201	6 New York, NY 10022
7	7 BY: PENNY REID, ESQ.	7 BY: ERICA WEISGERBER, ESQ.
8	8 PAIGE MONTGOMERY, ESQ.	8
9	9 MATTHEW CLEMENTE, ESQ.	9 CARLYON CICA CHARTERED
10	10 ALYSSA RUSSELL, ESQ.	10 Attorneys for Integrated Financial
11	11	11 Associates Inc.
12	12 KING & SPALDING	12 265 East Warm Springs Road
13	13 Attorney for Highland CLO Funding, Ltd.	13 Las Vegas, NV 89119
14	14 500 West 2nd Street	14 BY: CANDACE CARLYON, ESQ.
15	15 Austin, TX 78701	15
16	16 BY: REBECCA MATSUMURA, ESQ.	16 ALSO PRESENT:
17	17	17 La Asia Carty, Paralegal
18	18 BONDS ELLIS EPPICH SCHAFER JONES	18 Pachulski Stang Ziehl & Jones LLP
19	19 Attorneys for James Dondero	19
20	20 420 Throckmorton Street	20 VIDEOGRAPHER:
21	21 Fort Worth, TX 76102	21 Rick Richey, TSG Reporting Inc.
22	22 BY: JOHN BONDS, ESQ.	22
23	23 BRYAN ASSINK, ESQ.	23
24	24	24
25	25	25

<p>1 2 _____ 3 PROCEEDINGS 4 January 5, 2021, 9:50 a.m. CST 5 _____ 6 THE VIDEOGRAPHER: Good morning, 7 ladies and gentlemen. My name is Rick Richey. 8 I'm a legal videographer in association with 9 TSG Reporting Inc. 10 Due to the severity of the COVID-19 11 and following the practice of social distancing, 12 I will not be in the same room with the witness. 13 Instead, I will record this videotaped deposition 14 remotely. 15 The court reporter, Mike Miller, also 16 will not be in the same room and will swear the 17 witness remotely. 18 Do all parties stipulate to the 19 validity of this video recording and remote 20 swearing and that it will be admissible in the 21 courtroom as if it had been taken following Rule 22 30 of the Federal Rules of Civil Procedure and 23 the state rules where the case is pending? 24 Do all agree? 25 MR. MORRIS: Yes.</p>	<p>Page 6</p> <p>1 2 MR. BONDS: Yes. 3 MR. MORRIS: Does anyone not agree? 4 (Pause.) 5 MR. MORRIS: Having heard nothing, 6 let's proceed. Thank you. 7 THE VIDEOGRAPHER: This will be the 8 start of Media No. 1 in the video-recorded 9 deposition of James Dondero. Today's date is 10 January 5th, 2021. It's 9:52 a.m. Central 11 Standard Time. 12 The case is In re Highland Capital 13 Management LP, Debtor, Chapter 11, Case 14 No. 19-34054-sgj11 in the United States 15 Bankruptcy Court for the Northern District of 16 Texas, Dallas Division. 17 The attorneys' appearances have 18 already been noted on the steno record, so would 19 the court reporter please swear the witness. 20 MR. BONDS: Wait just one second. 21 There's an adversary proceeding that this case is 22 actually – or this deposition is actually being 23 taken in. It's 20-03190-sgj. Thank you. 24 /// 25 ///</p>
<p>1 J. DONDERO 2 _____ 3 JAMES D. DONDERO, 4 having been duly sworn, 5 testified as follows: 6 _____ 7 EXAMINATION 8 _____ 9 BY MR. MORRIS: 10 Q. Good morning, Mr. Dondero. Can you 11 hear me okay? 12 A. Yes. 13 Q. Okay. My name is John Morris from 14 Pachulski Stang Ziehl & Jones, counsel for the 15 debtor. 16 Where are you located this morning, 17 sir? 18 A. Highland Capital Management's 19 conference room, same as last time. 20 Q. Is there anybody in the room with you 21 right now? 22 A. No. 23 Q. Do you have a telephone with you? 24 A. Yes. 25 Q. Is the phone off?</p>	<p>Page 8</p> <p>1 J. DONDERO 2 A. Yes. 3 Q. Are you aware that the debtor sent a 4 letter to your lawyers instructing you not to be 5 on the premises after December 31st, 2020? 6 A. Yes. 7 Q. Did you get the debtor's permission 8 to enter the premises this morning? 9 A. Implicitly for this depo, I believe. 10 Q. Okay. Did you get any explicit 11 consent or approval for you to be in the offices 12 this morning? 13 A. Not that I'm aware of. 14 Q. Did you ask or did anybody on your 15 behalf ask the debtors if you could participate 16 in today's deposition at the Highland offices? 17 A. I don't know. 18 Q. You're not aware of that, right? 19 A. Correct. 20 Q. Okay. John Bonds is defending you 21 today; is that right? 22 A. Yes. 23 Q. And he's at the Bonds Ellis firm, 24 right? 25 A. Yes.</p>

<p>1 J. DONDERO</p> <p>2 Q. And the Bonds Ellis firms represents</p> <p>3 you in your individual capacity, correct?</p> <p>4 A. Yes.</p> <p>5 Q. Is there any other law firm that</p> <p>6 represents you in your individual capacity in the</p> <p>7 Highland bankruptcy or in the adversary</p> <p>8 proceeding?</p> <p>9 A. I don't believe so.</p> <p>10 Q. Okay. Does the Bonds Ellis firm</p> <p>11 represent any entity in which you have an</p> <p>12 ownership or control interest, or do they just</p> <p>13 represent you in your individual capacity?</p> <p>14 A. I don't know for sure.</p> <p>15 Q. Okay. But as you sit here right now,</p> <p>16 do you have any reason to believe that the Bonds</p> <p>17 Ellis firm represents anybody other than you in</p> <p>18 your individual capacity in connection with the</p> <p>19 bankruptcy case?</p> <p>20 A. I don't know.</p> <p>21 Q. Okay. You understand that we're here</p> <p>22 today for your deposition, right?</p> <p>23 A. Yes.</p> <p>24 Q. And do you understand that today's</p> <p>25 deposition is being taken in connection with the</p>	<p>Page 10</p> <p>1 J. DONDERO</p> <p>2 debtor's motion for – (audio malfunction) –</p> <p>3 (Clarification requested by the</p> <p>4 stenographer.)</p> <p>5 MR. MORRIS: I'll ask it again.</p> <p>6 BY MR. MORRIS:</p> <p>7 Q. Mr. Dondero, do you understand that</p> <p>8 today's deposition is being taken in connection</p> <p>9 with the debtor's motion for preliminary</p> <p>10 injunction against you?</p> <p>11 A. Yes.</p> <p>12 Q. Do you intend to participate in the</p> <p>13 hearing on the debtor's motion for preliminary</p> <p>14 injunction?</p> <p>15 MR. BONDS: Objection, form.</p> <p>16 MR. MORRIS: You can answer.</p> <p>17 A. I don't know.</p> <p>18 BY MR. MORRIS:</p> <p>19 Q. Do you intend to make – do you</p> <p>20 intend to testify at the debtor's hearing for</p> <p>21 preliminary injunction?</p> <p>22 MR. BONDS: Objection, form.</p> <p>23 A. I don't know.</p> <p>24 BY MR. MORRIS:</p> <p>25 Q. You may or you may not; is that</p>
<p>1 J. DONDERO</p> <p>2 right?</p> <p>3 A. Yes.</p> <p>4 Q. Okay. Are you on any drugs or any</p> <p>5 medication right now?</p> <p>6 A. No.</p> <p>7 Q. Is there anything that you're aware</p> <p>8 of that might affect your memory today?</p> <p>9 A. No.</p> <p>10 Q. Are you aware of anything that would</p> <p>11 prevent you from testifying competently today to</p> <p>12 the best of your ability?</p> <p>13 A. No.</p> <p>14 Q. You understand that you're under oath</p> <p>15 right now?</p> <p>16 A. Yes.</p> <p>17 Q. Are you aware that on December 10th</p> <p>18 the debtor obtained a temporary restraining order</p> <p>19 against you?</p> <p>20 A. Roughly.</p> <p>21 Q. Okay. Did you ever personally read a</p> <p>22 copy of the temporary restraining order?</p> <p>23 A. No.</p> <p>24 Q. So you've never seen the order</p> <p>25 itself; is that right?</p>	<p>Page 12</p> <p>1 J. DONDERO</p> <p>2 MR. BONDS: Objection, form.</p> <p>3 A. Correct.</p> <p>4 BY MR. MORRIS:</p> <p>5 Q. Do you have an understanding of what</p> <p>6 the order restrains you from doing?</p> <p>7 A. Just in the most general sense.</p> <p>8 Q. Tell me your understanding of what</p> <p>9 the temporary order restrains you from doing.</p> <p>10 A. Talking to the independent board</p> <p>11 directly or talking directly to Highland</p> <p>12 employees.</p> <p>13 Q. Is there any other aspect of the</p> <p>14 temporary restraining order that you're aware of</p> <p>15 that would otherwise constrain or restrain your</p> <p>16 conduct?</p> <p>17 A. Those are the points I remember.</p> <p>18 Q. Do you recall that before the Court</p> <p>19 entered the temporary restraining order, it held</p> <p>20 a hearing to consider the debtor's request?</p> <p>21 A. I – I don't know.</p> <p>22 Q. Did you listen to the hearing?</p> <p>23 A. No.</p> <p>24 Q. Did you read a transcript of the</p> <p>25 hearing?</p>

<p>1 J. DONDERO 2 A. No. 3 Q. Do you respect the Court's authority 4 in this case? 5 MR. BONDS: Objection, form. 6 A. Yes. 7 BY MR. MORRIS: 8 Q. Is there any particular reason why 9 you didn't take the time to read the Court's 10 temporary restraining order that was entered 11 against you? 12 A. No. 13 Q. James Seery is a member of the board 14 of Strand Advisors, the debtor's general partner, 15 right? 16 A. Yes. 17 Q. And you've been aware of that since 18 at least last January, correct? 19 A. Yes. 20 Q. And you're also aware that Mr. Seery 21 is the debtor's CEO and CRO, right? 22 A. Yes. 23 Q. And you've been aware of that since 24 last July, correct? 25 A. Yes.</p>	<p>Page 14</p> <p>1 J. DONDERO 2 Q. Did you ever review the declaration 3 that Mr. Seery submitted in connection with the 4 debtor's motion for a temporary restraining order 5 against you? 6 MR. BONDS: Objection, form. 7 A. No. 8 BY MR. MORRIS: 9 Q. Do you know what Mr. Seery alleged in 10 his declaration – withdrawn. 11 Do you know the substance of what 12 Mr. Seery alleged in his declaration in support 13 of the debtor's motion for the TRO? 14 A. No. 15 Q. Did you care that the debtor was 16 seeking a TRO against you? 17 A. I didn't think about it. 18 Q. Have you thought about it since the 19 order was entered? 20 A. Not really. 21 Q. Okay. You didn't submit a 22 declaration of your own in opposition of the 23 motion for TRO, right? 24 A. I don't know. 25 Q. You don't recall signing anything, do</p>
<p>1 J. DONDERO 2 you? 3 A. I've signed a lot of things, but 4 I'm – I don't recall an opposition. 5 Q. Let's talk about some of the events 6 that led to the entry of the TRO. 7 The debtor serves – (audio 8 malfunction) – 9 (Clarification requested by the 10 stenographer.) 11 THE WITNESS: I didn't touch the 12 microphone at this end and it's six inches or 13 eight inches from my mouth. 14 MR. MORRIS: Yeah, let's try again, 15 Mr. Dondero. Thank you. 16 BY MR. MORRIS: 17 Q. The debtor serves as the portfolio 18 manager for certain collateralized loan 19 obligation vehicles; isn't that right? 20 A. I don't want to testify to that. 21 Q. Does the – does the debtor manage 22 CLOs? 23 MR. BONDS: Objection, form. 24 MR. MORRIS: Withdrawn. 25 ///</p>	<p>Page 16</p> <p>1 J. DONDERO 2 BY MR. MORRIS: 3 Q. Can we agree that CLO stands for 4 collateralized loaning obligations? 5 A. Yes. 6 Q. Okay. And does the debtor – is the 7 debtor party to certain contracts that gives it 8 the right and responsibility to manage certain 9 CLO vehicles? 10 MR. BONDS: Objection, form. 11 MR. MORRIS: You can answer. 12 A. Yes. 13 BY MR. MORRIS: 14 Q. And you're aware of that because you 15 personally signed some of those contracts and 16 agreements, right? 17 A. I don't know. 18 Q. Okay. NexPoint Advisors LP, are you 19 familiar with that firm? 20 A. Yes. 21 Q. That's an advisory firm; is that 22 right? 23 A. Yes. 24 Q. And we'll just refer to that as 25 NexPoint; is that okay?</p>

<p>1 J. DONDERO 2 A. Yes. 3 Q. You have a direct or indirect 4 economic or ownership interest in NexPoint, 5 correct? 6 MR. BONDS: Objection, form. 7 MR. MORRIS: You can answer. 8 A. Yes. 9 BY MR. MORRIS: 10 Q. You're the president of NexPoint, 11 correct? 12 A. I believe so. 13 Q. And you own NexPoint's general 14 partner; is that right? 15 A. I don't know. 16 Q. Do you know who owns NexPoint's 17 general partner? 18 A. No. 19 Q. As the president of NexPoint, is it 20 fair to say that you control that entity? 21 A. Generally. 22 Q. Highland Capital Management Fund 23 Advisors LP, are you familiar with that firm? 24 A. Yes. 25 Q. And that's also an advisory firm,</p>	<p>Page 18</p> <p>1 J. DONDERO 2 correct? 3 A. Yes. 4 Q. And we'll refer to that firm as Fund 5 Advisors; is that fair? 6 A. Sure. 7 Q. And we'll refer to Fund Advisors and 8 NexPoint together just as "the advisors"; is that 9 fair? 10 A. I think you should be more specific 11 than that, but – 12 Q. Okay. I apologize. Are you 13 finished? 14 If at any time I ask a question and 15 you don't understand, will you let me know that? 16 A. Yes. 17 Q. Okay. You have a direct or indirect 18 economic or ownership interest in Fund Advisors, 19 correct? 20 A. Yes. 21 Q. You're the president of Fund 22 Advisors; is that true? 23 A. I believe so. 24 Q. And you own Fund Advisors' general 25 partner; is that right?</p>
<p>1 J. DONDERO 2 A. I don't believe I own as much of it 3 as I own of NexPoint, but I don't know the 4 numbers. 5 Q. Okay. As one of the two beneficial 6 owners of Fund Advisors and as the president of 7 Fund Advisors, is it fair to say that you control 8 that entity? 9 A. Yes. 10 Q. Okay. And Fund Advisors and NexPoint 11 manage certain investment funds; is that right? 12 A. I'm sorry, I missed the point of that 13 question. 14 Q. Didn't hear? Okay. 15 Fund Advisors, which we've talked 16 about, and NexPoint, which we've talked about, 17 those two entities manage certain investment 18 funds; is that right? 19 A. Yes. 20 Q. And one of the investment funds that 21 the advisors manage is Highland Income Fund. Do 22 I have that right? 23 A. Yes. I'm not sure which fund that 24 is, but yes, that's – that's one of them. 25 Q. Are you the portfolio manager of the</p>	<p>Page 20</p> <p>1 J. DONDERO 2 Highland Income Fund? 3 A. I believe so. 4 Q. Do you hold any titles at the 5 Highland Income Fund other than portfolio 6 manager? 7 MR. BONDS: To the extent you know. 8 Don't speculate. 9 A. I don't – I don't know. I know I'm 10 portfolio manager on virtually all of the funds. 11 BY MR. MORRIS: 12 Q. Is there any fund that you're not the 13 portfolio manager for that you're aware of? 14 A. I don't know. 15 Q. Are you the portfolio manager of 16 NexPoint Capital Inc.? 17 A. If that name refers to a fund, I 18 believe so. 19 Q. Okay. You're not sure if that refers 20 to a fund? 21 A. There's a fund with the symbol NHF. 22 If that's the name – which I don't think you 23 have the exact name. If that's the name of it, 24 then I believe – I believe I'm the portfolio 25 manager. The name that you just gave sounded</p>

<p>1 J. DONDERO 2 more like a holding company name or a subsidiary 3 name for NexPoint. If it's not a fund, I'm not 4 the portfolio manager. If it is a fund, I 5 believe I am. 6 Q. Okay. Do you hold – are you 7 familiar with an entity called NexPoint 8 Capital Inc.? 9 A. No. 10 Q. Okay. How about NexPoint Strategic 11 Opportunities Fund, is that a fund that is 12 managed by one of the advisors? 13 A. I believe that's the name for NHF. 14 That's what I thought you were referring to. 15 That's the one that's a fund, and that's the one 16 that I'm portfolio manager on. 17 Q. Okay. Do you hold any titles at 18 NexPoint Strategic Opportunity Fund other than 19 portfolio manager? 20 A. I don't know. 21 Q. The advisors caused each of the funds 22 to invest in certain CLOs that are managed by the 23 debtor, right? 24 MR. BONDS: To the extent you know. 25 Don't speculate.</p>	<p>Page 22</p> <p>1 J. DONDERO 2 MR. MORRIS: John, if there's an 3 objection, I welcome it. If there's a direction 4 not to answer, I welcome it. But what I don't 5 welcome is guiding the witness. If he doesn't 6 remember, he's done this so many times, he knows 7 what he's doing. 8 You want me to ask the question 9 again, Mr. Dondero? 10 THE WITNESS: Please. 11 BY MR. MORRIS: 12 Q. The two advisors that we talked 13 about, they manage funds, right? 14 A. Yes. 15 Q. And those funds have invested in 16 certain CLOs that are managed by the debtor, 17 correct? 18 A. The problem I have with that question 19 and the part that I don't want to testify as 20 agreeing to or acknowledging is that the debtor 21 manages those CLOs, because I won't testify to 22 the debtor being in good standing, and I won't 23 testify to the debtor not being in default, and I 24 won't testify to the debtor having the capability 25 to manage those CLOs –</p>
<p>1 J. DONDERO 2 Q. Will you – I'm sorry to interrupt. 3 Go ahead. 4 A. No, I mean, that's – so I won't – I 5 won't testify affirmatively to the second half of 6 that question. 7 Q. Okay. But you will admit, won't you, 8 that the debtor has – is party to contracts that 9 give it the right to manage CLOs in which the 10 advisors caused the funds to invest, right? 11 MR. BONDS: Objection, form. 12 MR. MORRIS: You can answer. 13 A. The beginning and end of what I want 14 to testify to is that the advisor is parties – 15 party to contracts. The contracts have – 16 provide the ability to manage assets in the CLO 17 subject to a bunch of different things, subject 18 to not being in default, subject to the ability, 19 subject to the capability and being registered 20 advisor, et cetera, et cetera. 21 I don't want to have any testimony 22 that implies that the advisor is in good standing 23 or able or capable of managing those CLOs or that 24 Jim Seery is even an investment professional. 25 //</p>	<p>Page 24</p> <p>1 J. DONDERO 2 BY MR. MORRIS: 3 Q. Okay. I think I understand. 4 When you used the word "advisor" in 5 your last answer, you were referring to the 6 debtor; is that right? 7 MR. BONDS: Objection, form. 8 BY MR. MORRIS: 9 Q. It's the debtor that has – let me 10 try again. 11 It's the debtor that has the 12 contracts with the CLO, right? 13 A. Yes. 14 Q. But it's your contention that the 15 debtor is in default and that Mr. Seery and the 16 debtor otherwise don't have the capability to 17 manage the CLOs. That's what you're saying, 18 right? 19 A. I don't want to argue, and it's for 20 the lawyers and the Court to decide, but I don't 21 want to be affirmatively acknowledging that 22 Seery's an investment professional. I don't want 23 to be affirmatively acknowledging that he has any 24 employees and staff when he's told them all 25 they're being terminated in the next few weeks.</p>

<p>1 J. DONDERO 2 I don't want to acknowledge that he 3 is in compliance and can operate those contracts 4 if I believe those contracts are in default 5 because, A, the advisor's in bankruptcy, and B, 6 none of the key man provisions are being adhered 7 to by the advisor. 8 I don't want to in any form or 9 fashion acknowledge or represent or somehow be 10 twisted into testifying that he is in good 11 standing or has the ability to manage those CLOs. 12 It may be found by somebody that he is, but I 13 don't want to be in any way inferred to be 14 sanctioning it. 15 Q. Okay. Are you aware – have any of 16 the contracts pursuant to which the CLOs and the 17 debtor are the parties, have any of those 18 contracts been terminated, to the best of your 19 knowledge, since the petition date? 20 A. I believe they're subject to stays, 21 among other things, but I'm not – I'm not a 22 lawyer. 23 Q. Has anybody sought to lift the stay 24 in order to terminate the contracts, to the best 25 of your knowledge?</p>	<p>Page 26</p> <p>1 J. DONDERO 2 A. I don't know where – I don't know. 3 Q. Has any of the CLOs ever contended 4 that the debtor was in breach in their agreement? 5 A. I believe the beneficial holders 6 have. 7 Q. I understand that – 8 A. But I don't know – I don't know if 9 the CLOs have. 10 Q. Okay. I'm asking you a different 11 question, and just answer my question. 12 To the best of your knowledge, has 13 any CLO contended that the debtor is in breach of 14 any of the agreements that they have between 15 them? 16 MR. BONDS: Objection, form. 17 A. I don't know. 18 BY MR. MORRIS: 19 Q. You're not aware of any such 20 contention, right? 21 A. I don't know. 22 Q. You're not aware of any contention by 23 the CLOs that the debtor is in default under any 24 CLO contract, correct? 25 MR. BONDS: Objection, form.</p>
<p>1 J. DONDERO 2 A. I don't know regarding the CLOs. 3 BY MR. MORRIS: 4 Q. Did you ever ask them? Withdrawn. 5 Did you ever ask anybody on behalf of 6 the CLOs whether they were going to declare a 7 default under the CLO management agreements? 8 MR. BONDS: Objection, form. 9 A. I don't know. 10 BY MR. MORRIS: 11 Q. You don't know if you asked? I'm 12 just asking you if you ever asked the question. 13 A. Not of the CLOs. Those questions 14 were asked regarding the beneficial owners, and I 15 think the beneficial owners did that, but I 16 didn't have direct knowledge or contact with the 17 CLOs. 18 Q. Okay. And the beneficial owners are 19 not parties to the CLO management agreements 20 between the CLOs and the debtor, correct? 21 MR. BONDS: Objection, form. 22 A. I don't want to draw a legal 23 conclusion of the rights of the beneficial owners 24 and the people who have the risk and the people 25 who have the ultimate decision authority whether</p>	<p>Page 28</p> <p>1 J. DONDERO 2 or not they can be circumvented or ignored by an 3 intermediate nonfinancial – nonfinancially 4 interested party. I don't want to – I don't 5 want to speculate on that. 6 MR. MORRIS: Okay. I move to strike. 7 And I'm not asking for a legal 8 conclusion; I'm asking for your understanding. 9 BY MR. MORRIS: 10 Q. Is it your understanding that 11 beneficial owners are parties to the CLO 12 management agreements between the debtor and the 13 CLOs? 14 MR. BONDS: Objection to form. 15 MR. MORRIS: You can answer. 16 A. I think that asks for a legal 17 conclusion. 18 BY MR. MORRIS: 19 Q. It does not. I'm asking you as a 20 factual matter based on your understanding as the 21 portfolio manager of the funds and the president 22 of the advisors who made these investments. I'm 23 asking you – 24 MR. BONDS: Objection, form. 25 ///</p>

<p>1 J. DONDERO 2 BY MR. MORRIS: 3 Q. – in that capacity. 4 In that capacity, do you have any 5 understanding that the beneficial owners are 6 parties to the CLO management agreements between 7 the debtor and the CLOs? 8 MR. BONDS: Objection, form. 9 A. My understanding is that the 10 beneficial owner should always be considered. 11 MR. MORRIS: Okay. I move to strike. 12 I'm not asking you whether they should be 13 considered. 14 BY MR. MORRIS: 15 Q. I'm asking you very specifically 16 whether you believe that they are parties to the 17 contract. 18 MR. BONDS: Objection, form, asked 19 and answered. 20 A. Yeah, I believe you're asking me for 21 a legal conclusion, and I won't give one. 22 BY MR. MORRIS: 23 Q. Okay. 24 MR. MORRIS: La Asia, can we please 25 put up Exhibit 1. Let's share the screen and put</p>	<p>Page 30</p> <p>1 J. DONDERO 2 up Exhibit 1. 3 (Dondero Deposition Exhibit 1 4 marked.) 5 BY MR. MORRIS: 6 Q. Mr. Dondero, I appreciate that it's 7 difficult to do this remotely, and as we 8 discussed last time, the one thing that I'm 9 certainly not doing today is playing gotcha with 10 documents. 11 So I'm going to put documents up on 12 the screen from time to time, and to the extent 13 that you think you need to read more of the 14 document in order to have full context, will you 15 let me know that? 16 A. Sure. 17 Q. Okay. This is a letter dated 18 October 16th from NexPoint to Mr. Seery. 19 Do you see that? 20 A. Yep. 21 Q. Okay. Are you familiar with this 22 document? Have you ever seen it before? 23 A. Generally. I'm generally familiar 24 with it, but I haven't seen it before. 25 Q. Okay. Do you recall when you first</p>
<p>1 J. DONDERO 2 learned that this document was sent? Was it at 3 or around the time the document was sent? 4 A. It was at or around the time, yes. 5 Q. Did you discuss with NexPoint any of 6 the substance that is in this letter? And again, 7 I'm happy to scroll through it if that would be 8 helpful. 9 MR. BONDS: Objection, form. 10 A. Just generally. 11 BY MR. MORRIS: 12 Q. Did you – I don't want to know about 13 any conversations, but did you speak with anybody 14 at K&L Gates about this particular letter, just 15 yes or no? 16 A. My primary conversation was with 17 internal counsel. K&L Gates might have been on 18 some phone call or two. 19 Q. Okay. Whose idea was it to send this 20 out? 21 MR. BONDS: Objection, form. 22 A. Whose idea? I – I don't think 23 anybody viewed it as an idea as much as a 24 regulatory necessity. 25 //</p>	<p>Page 32</p> <p>1 J. DONDERO 2 BY MR. MORRIS: 3 Q. And did you authorize the sending of 4 this particular letter? 5 A. Not specifically. 6 Q. Did you generally support the sending 7 of the letter? 8 A. Yes. 9 Q. And you knew the letter was being 10 sent; is that fair? 11 A. Yes. 12 Q. And you didn't object to the sending 13 of this letter, right? 14 A. I did not object. 15 Q. Okay. And since learning that the 16 letter was sent, have you ever directed NexPoint 17 to withdraw the letter? 18 A. No. 19 Q. You have the power to do that, don't 20 you, sir? 21 A. I – I don't believe so. When the 22 chief compliance officer believes it's a breach 23 of regulatory compliance, the chief compliance 24 officer in financial institutions has personal 25 liability, and I don't believe that other C-suite</p>

<p>1 J. DONDERO 2 executives can overrule the chief compliance 3 officer. 4 Q. Who is the chief compliance officer? 5 A. Jason Post. 6 Q. Did Mr. Post ever say that he would 7 not withdraw the letter because of regulatory 8 compliance? 9 MR. BONDS: Objection, form. 10 A. I – not that I know of. 11 BY MR. MORRIS: 12 Q. Did you ever discuss with Mr. Post 13 whether or not this letter should be withdrawn? 14 A. Again, I didn't believe I had the 15 authority to. 16 Q. Okay. And he never told you that he 17 couldn't; that's just the implicit conclusion 18 that you drew because he was the chief compliance 19 officer; is that fair? 20 A. Implicit conclusion? It's more the 21 understanding I have of compliance from having 22 lived it the last 20 years. 23 MR. MORRIS: Okay. Let's put up 24 Exhibit 2, please. 25 (Dondero Deposition Exhibit 2</p>	<p>Page 34</p> <p>1 J. DONDERO 2 marked.) 3 MS. CANTY: Do you see it, John? 4 MR. MORRIS: I think we still have 5 Exhibit 1. 6 MS. CANTY: Okay. Give me a second. 7 BY MR. MORRIS: 8 Q. Okay. This is another letter that 9 was sent by NexPoint to Mr. Seery, this one dated 10 November 24, 2020. 11 Do you see that, sir? 12 A. Yes. 13 Q. And you saw this letter at or around 14 the time it was sent, right? 15 A. I didn't see the letter specifically, 16 but I'm aware of it. 17 Q. And you knew it was going to be sent; 18 is that fair? 19 A. Yes. 20 Q. And did you authorize this letter to 21 be sent on behalf of the advisors and the funds 22 that are listed there? 23 MR. BONDS: Objection, form. 24 A. Let me give the consistent testimony 25 I gave last time. It wasn't an authorization. I</p>
<p>1 J. DONDERO 2 was aware of it. It was, I believe, a continued 3 regulatory breach from the standpoint of the – 4 of compliance that drove the letter. 5 BY MR. MORRIS: 6 Q. When there's a regulatory breach, is 7 there an obligation to alert anybody other than 8 the portfolio manager? 9 A. I know that's being investigated. I 10 don't know the answer regarding a breach like 11 this. 12 Q. Are you aware of any notification 13 that NexPoint made to anybody in the world, other 14 than Mr. Seery, with respect to the matters set 15 forth in Exhibit 1 and Exhibit 2? 16 MR. BONDS: Objection, form. 17 A. I don't know, and I'm not in a 18 position to comment at this point. 19 BY MR. MORRIS: 20 Q. I'm just asking you if you know 21 whether – I'm asking for your knowledge. 22 Do you know whether NexPoint ever 23 advised anybody, other than Mr. Seery, of the 24 allegations that are set forth in Exhibit 1 and 25 Exhibit 2?</p>	<p>Page 36</p> <p>1 J. DONDERO 2 MR. BONDS: Objection, form. 3 A. I don't know, nor would I necessarily 4 be informed if compliance self-reports this to 5 the SEC or other regulatory bodies. But I do not 6 know. 7 BY MR. MORRIS: 8 Q. And nobody told you that, right? 9 A. I don't know. 10 Q. Is there – did you see any written 11 analysis or memorandum that was prepared by 12 your – by the chief compliance officer with 13 respect to the matters set forth in Exhibit 1 and 14 Exhibit 2? 15 A. I know there was a multipage analysis 16 that was done, but I've never seen it. 17 Q. And was it written by the chief 18 compliance officer or was it written by legal 19 staff? 20 A. I was told he did it in conjunction 21 with external counsel. 22 Q. But you've never seen it? 23 A. I've never seen it. 24 Q. Did you support the sending of this 25 letter?</p>

<p>1 J. DONDERO 2 A. Yes. 3 Q. Since learning that this letter was 4 sent, have you directed NexPoint to withdraw this 5 letter? 6 A. No, I have not. 7 Q. Okay. Around Thanksgiving you 8 learned that Mr. Seery was seeking to sell 9 certain securities that were owned by certain 10 CLOs managed by the debtor, right? 11 A. I believe I was informed after the 12 fact. 13 Q. You were informed that certain sales 14 of securities owned by the CLOs were being sold 15 at Mr. Seery's direction, right? 16 A. Yes. 17 MR. BONDS: Objection, form. 18 BY MR. MORRIS: 19 Q. Okay. And at around that time, once 20 you learned that, you personally intervened to 21 stop those trades, right? 22 MR. BONDS: Objection, form. 23 A. Yes. 24 MR. MORRIS: Can we put up Exhibit 3, 25 please.</p>	<p>Page 38</p> <p>1 J. DONDERO 2 (Dondero Deposition Exhibit 3 3 marked.) 4 BY MR. MORRIS: 5 Q. This is an e-mail string. We're 6 going to start at the bottom and work up, just so 7 we can get it in order. And you'll see the 8 bottom begins with an e-mail from Hunter Covitz. 9 Do you see that? 10 A. Yes. 11 Q. Who is Mr. Covitz? 12 A. Covitz, Hunter Covitz manages our CLO 13 asset – or our CLO assets, primarily. 14 Q. Is he a High- – is he a debtor 15 employee or is he employed by any other entity? 16 A. I believe he's a debtor employee. 17 Q. Okay. Do you see there's a reference 18 there to gatekeeper@hcmlp.com? 19 A. Yes. 20 Q. Are you – withdrawn. 21 Is that – withdrawn. 22 Is it your understanding that that's 23 kind of a basket of different e-mail addresses 24 that are held together by the Gatekeeper address? 25 A. I wouldn't describe it that way, but</p>
<p>1 J. DONDERO 2 it is a bucket of e-mails. 3 Q. Okay. And is your e-mail address or 4 was your e-mail address included within 5 Gatekeeper? 6 A. Historically, it was. 7 Q. And do you know when that stopped 8 being the case? 9 A. I do not know. 10 Q. Was it after the time that you 11 resigned from your position at the debtor? 12 A. I do not know. 13 Q. Okay. Matt Pearson is below 14 Gatekeeper. Do you know who Mr. Pearson is? 15 A. He is a – generally an equity trader 16 that works for Joe Sowin. 17 Q. And are Mr. Pearson and Mr. Sowin 18 employees of the debtor? 19 A. I don't believe so. I don't believe 20 Joe is. I don't know if Matt is. I don't know. 21 Q. Okay. But is it fair to say that 22 pursuant to this e-mail, Mr. Covitz is giving 23 direction to sell certain securities held by the 24 CLOs? 25 A. Yes.</p>	<p>Page 40</p> <p>1 J. DONDERO 2 Q. Can we scroll to the e-mail above 3 that, please. And then Mr. Pearson acknowledged 4 that e-mail a little bit later in the day, right? 5 A. Yes. 6 Q. Okay. And if we can – 7 (Interruption by the videographer.) 8 MR. MORRIS: It's okay. Let's 9 proceed and we'll do the best we can. 10 BY MR. MORRIS: 11 Q. Mr. Covitz's e-mail was the – do you 12 see the subject matter is Sky Equity? 13 A. Yes. 14 Q. And do you have an understanding of 15 what Sky Equity refers to? 16 A. It's a – it's a post-restructured 17 equity that the funds have held for years. 18 Q. Okay. So if we could scroll up to 19 your e-mail that's right there, did you receive a 20 copy of Mr. Covitz's original e-mail? 21 A. It appears so. 22 Q. Okay. And did you give the 23 instruction to the recipients of Mr. Hunter 24 Covitz's e-mail not to sell the Sky Equity as had 25 been instructed by Mr. Seery?</p>

<p>1 J. DONDERO 2 A. Yes. 3 Q. And you understood at the time that 4 you gave the instruction to the people on this 5 e-mail that they were trying to execute trades 6 that Mr. Seery had authorized, right? 7 MR. BONDS: Objection, form. 8 THE WITNESS: Can you repeat the 9 question, please. 10 MR. MORRIS: Sure. 11 BY MR. MORRIS: 12 Q. At the time that you gave the 13 instruction, no, do not, you knew that you were 14 stopping trades that had been authorized and 15 directed by Mr. Seery, correct? 16 A. Yes. 17 Q. Did you speak with Mr. Seery before 18 instructing the recipients of your e-mail not to 19 execute the SKY transactions? 20 A. No, I did not. 21 Q. Did you take any steps to seek the 22 debtor's consent before instructing the 23 recipients of this e-mail not to execute the SKY 24 transactions? 25 A. I'm sorry, please repeat that again.</p>	<p>Page 42</p> <p>1 J. DONDERO 2 The – I missed the first part of the sentence. 3 Q. No problem. 4 Did you take any steps to seek the 5 debtor's consent before instructing the 6 recipients of your e-mail – 7 MR. BONDS: Objection, form. 8 BY MR. MORRIS: 9 Q. – to stop the SKY transactions, to 10 stop executing the SKY transactions? 11 A. No. 12 Q. Thank you. 13 Can we scroll up to the response. 14 Okay. Stop there. 15 Mr. Pearson responded later that 16 afternoon. Do you see that? 17 A. Yes. 18 Q. And in response, he canceled all of 19 the SKY and AVYA sales that the debtor had 20 directed but which had not yet been executed, 21 right? 22 A. Yes. 23 Q. And if we can scroll up to the e-mail 24 above that, you responded to that as well, didn't 25 you?</p>
<p>1 J. DONDERO 2 A. Yep. 3 Q. Can you please read your response out 4 loud. 5 A. HFAM and DAF – or HFAM and DAF has 6 instructed Highland in writing not to sell any 7 CLO underlying assets. There is potential 8 liability. Don't do it again, please. 9 Q. All right. The written instructions, 10 is that a reference to the first two exhibits 11 that we looked at? And if you want to go back 12 and check them out, we can, but I'm trying to – 13 I want to know what writings you're referring to. 14 Withdrawn. 15 Are the writings that you're 16 referring to the two exhibits that we just looked 17 at, Exhibit 1 and Exhibit 2? 18 MR. BONDS: Objection, form. 19 A. Generally, yes. 20 BY MR. MORRIS: 21 Q. Are you – 22 A. I don't know if – I don't know if 23 there were more than those two, but generally, 24 letters of those substances – well, generally, 25 letters of those substance – of that substance</p>	<p>Page 44</p> <p>1 J. DONDERO 2 is what I'm referring to. 3 Q. I appreciate that, Mr. Dondero. 4 Do you recall any other writings that 5 you were referring to at the time you sent this 6 e-mail? 7 A. I'm just saying I don't know if there 8 were others or if there were other e-mails. I 9 don't know. But there were – they would have 10 been similar in terms of substance as those two. 11 Q. Okay. Do you see the reference there 12 in the latter portion of your e-mail, quote, 13 there is potential liability, don't do it again? 14 A. Yes. 15 Q. Who was the intended recipient of 16 that message? 17 A. At this juncture, it's to Matt 18 Pearson, I believe. 19 Q. And why would Matt Pearson have 20 personal liability – withdrawn. 21 Why did you decide to tell 22 Mr. Pearson that he had potential liability for 23 executing the transactions that Mr. Seery had 24 directed? 25 MR. BONDS: Objection, form.</p>

<p>1 J. DONDERO 2 A. Yeah, to be clear, it doesn't say 3 personal liability. I said potential liability. 4 I believe this is – I believe what was done here 5 is bona fide typical class action activity that 6 we've suffered from historically, when the 7 interests of beneficial holders are ignored when 8 assets are sold for no business purpose. No 9 business purpose. No definable, discernible, 10 articulated business purpose. 11 There's – I think there's potential 12 liability for the manager, the fund complex, you 13 know, and sometimes for the individuals involved. 14 But my potential liability was a general 15 statement. 16 THE WITNESS: You know what, guys, 17 listen. I've got a couple of calls I've got to 18 make that I'm ten minutes late for, so we're 19 going to need to take a break for a few minutes 20 here, ideally now, or after the next question, 21 please. 22 MR. MORRIS: I'm happy to take a 23 break now. How long are you thinking, though? 24 THE WITNESS: Ten or 15 minutes. 25 MR. MORRIS: Yeah, that's perfectly</p>	Page 46	<p>1 J. DONDERO 2 fine, Mr. Dondero. Can you just state on the 3 record that you will not talk to any Highland 4 employee, including Mr. Ellington or 5 Mr. Leventon, you will not communicate with them 6 or their counsel in any way with respect to this 7 deposition? 8 THE WITNESS: Yeah, I promise. I 9 haven't – yeah. I will not talk to them. The 10 only Highland employee I might talk to is Jerome, 11 who's handling the systems for this call, and 12 that's it. 13 MR. MORRIS: I'm fine with that, but 14 really, I'm requesting not only Highland 15 employees but not to talk to anybody about the 16 testimony today. I'm going to accommodate you 17 and – 18 THE WITNESS: I won't. Nobody cares 19 about this deposition. I won't talk to anybody. 20 MR. MORRIS: Okay. 21 THE WITNESS: I'll be back in ten or 22 15 minutes, okay? 23 MR. MORRIS: Okay. 24 THE VIDEOGRAPHER: 10:41 a.m. Central 25 Standard Time, we're off the record.</p>	Page 47
<p>1 J. DONDERO 2 (Recess taken, 10:41 a.m. to 3 11:16 a.m. CST) 4 THE VIDEOGRAPHER: 11:16 a.m., we're 5 back on the record. 6 BY MR. MORRIS: 7 Q. Mr. Dondero, can you hear me? 8 A. Yes. 9 Q. Okay. Are you aware that the 10 deposition taking place today is pursuant to 11 Court order? 12 A. Yes. 13 Q. Did you schedule meetings and 14 telephone calls during the day today, 15 notwithstanding the Court's order? 16 A. I didn't formally schedule anything. 17 Q. Okay. So you have nothing scheduled 18 for the rest of the day; is that right? You're 19 here to answer questions? 20 A. Correct. 21 MR. MORRIS: Okay. Can we get the 22 last exhibit back up on the screen, please. 23 Okay. Can we scroll – 24 BY MR. MORRIS: 25 Q. We were last looking at your e-mail.</p>	Page 48	<p>1 J. DONDERO 2 Can we see the response above that, please? 3 Okay. And that's Mr. Sowin responding. 4 Do you see that? 5 A. Yes. 6 Q. And Mr. Sowin was following your 7 instructions; is that right? 8 A. His response is what it is. I'm 9 not – what do you mean by following my 10 instructions? 11 Q. Well, he issued an order – it says, 12 quote: Please block all orders from hitting the 13 trading desk for the – I assume he meant 14 funds – Jim mentioned. 15 Do you see that? 16 A. Yes. 17 MR. BONDS: Objection, form. 18 BY MR. MORRIS: 19 Q. And that's exactly what you wanted to 20 happen, right? 21 A. I'm sorry, could you unhighlight 22 that? It's hard for me to read with the 23 highlight. Okay. Thank you. 24 Yeah, they – I think he tried to 25 figure out a way to prevent it from inadvertently</p>	Page 49

<p>1 J. DONDERO 2 happening. 3 Q. Okay. And Mr. Sowin's – the 4 substance of Mr. Sowin's e-mail is consistent 5 with your intent to prevent any further trades 6 from the CLOs, right? 7 MR. BONDS: Objection, form. 8 A. My intent was to prevent trades that 9 weren't in the best interests of investors, that 10 investors – the beneficial holders had 11 articulated they didn't want sold while these 12 funds were in transition, and that the – there 13 was no business purpose or benefit to the debtor 14 to sell these assets. 15 BY MR. MORRIS: 16 Q. That – 17 A. So that's – that was the rationale I 18 was trying to capture. 19 THE WITNESS: Hold on for me one 20 second. Jerome just stepped in. What does the 21 systems guy want Jerome to do? 22 MR. MORRIS: Figure out a way to turn 23 the lights on. 24 (Technical comments off the 25 stenographic record.)</p>	<p>Page 50</p> <p>1 J. DONDERO 2 MR. MORRIS: Let's go forward. 3 THE WITNESS: So we're okay with 4 Jerome? That's it for now? 5 MR. MORRIS: Yeah. 6 THE WITNESS: All right. Thank you. 7 BY MR. MORRIS: 8 Q. You didn't correct anything that 9 Mr. Sowin did – said in this e-mail, did you? 10 A. No. 11 Q. You didn't tell – 12 MR. BONDS: Can you repeat the 13 question? I didn't understand it. 14 MR. MORRIS: That's okay. 15 BY MR. MORRIS: 16 Q. Mr. Dondero, you didn't correct 17 anything that Mr. Sowin wrote in this e-mail, did 18 you? 19 A. No. 20 Q. You didn't tell Mr. Sowin that he 21 misunderstood your intent, did you? 22 A. I don't believe so. 23 Q. And you didn't give any explanation 24 to him as to why you did not want to sell any CLO 25 underlying assets except for what you wrote in</p>
<p>1 J. DONDERO 2 that e-mail below, right? 3 MR. BONDS: Objection, form. 4 A. I – I believe I – well, the e-mails 5 stand on their own. I think the reasons below 6 are sufficient. I think I had a conversation 7 with Joe besides that, and there was an 8 unawareness on the trading desk and with Hunter 9 that the interest of investors had been expressed 10 and ignored by Seery, you know, so – they 11 weren't aware of that. They thought that was 12 unusual and inappropriate. 13 BY MR. MORRIS: 14 Q. In your role as portfolio manager, is 15 it – do you believe it's your responsibility to 16 always defer to the desires of your investors? 17 Do you cede – do you cede – withdrawn. 18 Do you cede responsibility and your 19 business judgment for making transactions to your 20 investors? 21 MR. BONDS: Objection, form. 22 A. In this case, it would be 23 appropriate. In general, it would depend. 24 BY MR. MORRIS: 25 Q. Okay. A few days later, you learned</p>	<p>Page 52</p> <p>1 J. DONDERO 2 that Mr. Seery was trying a work-around to 3 effectuate the trades anyway, right? 4 A. Yes. 5 Q. And you wrote to Thomas Surgent to 6 let him know that you were aware that Seery was 7 trying a work-around to effectuate the trades, 8 right? 9 A. I believe there was such an e-mail. 10 Q. Okay. Can you just scroll up and see 11 that e-mail, please. All right. Stop right 12 there. 13 Who is Mr. Surgent? 14 A. He's the chief compliance officer of 15 Highland Capital. 16 Q. The debtor? 17 A. Yes. 18 Q. Okay. And how long has he held that 19 position to the best of your recollection? 20 A. A long time. More than five years. 21 Q. What does it mean to – when you 22 wrote that Mr. Seery was, quote, working on a 23 work-around to trade these securities? What does 24 that mean? 25 A. As a noninvestment professional and</p>

<p>1 J. DONDERO 2 as a nontrader and as a nonportfolio manager, he 3 set up an account for himself, I believe, 4 directly with Jefferies to trade the securities 5 in the CLOs.</p> <p>6 Q. How did you learn that?</p> <p>7 A. I think we still get trade reports 8 from Jefferies, or Jefferies – the Jefferies 9 trades get reported back into the system and have 10 to be input by Joe, and so Joe sees the trades 11 come back from Jefferies at the end of the day.</p> <p>12 Q. And Joe is Joe Sowin?</p> <p>13 A. Yes.</p> <p>14 Q. And he works for you; is that right?</p> <p>15 MR. BONDS: Objection, form.</p> <p>16 MR. MORRIS: Withdrawn.</p> <p>17 BY MR. MORRIS: 18 Q. He works for one of the advisors; is 19 that right?</p> <p>20 A. I believe he works for HFAM, but I'm 21 not a hundred percent certain.</p> <p>22 Q. And the work-around was – is that 23 another way of saying that Mr. Seery tried to do 24 the trades that he thought were appropriate 25 without your interference?</p>	<p>Page 54</p> <p>1 J. DONDERO 2 MR. BONDS: Objection, form. 3 A. I'm not going to agree with that 4 speculation. If you want me to speculate, I 5 think Seery had no business purpose and he was 6 doing it to tweak myself and everybody else.</p> <p>7 BY MR. MORRIS: 8 Q. Did he tell you that? 9 A. No. I'm speculating. 10 Q. Okay. Do you have any idea why he 11 made the trades? 12 A. He – he had no – 13 Q. Withdrawn. I'm sorry. 14 Do you have any idea why he wanted to 15 make the trades? 16 A. I didn't speak to him directly. 17 Q. Okay. 18 A. Indirectly – I didn't speak to him. 19 I didn't speak to him directly. It was – 20 Q. Do you have any personal knowledge as 21 you sit here right now as to why Mr. Seery wanted 22 to effectuate the trades that you were blocking? 23 MR. BONDS: Objection, form. 24 A. I've thought about it at length. I 25 can't come up with a business purpose that would</p>
<p>1 J. DONDERO 2 supersede an account that's in transition and the 3 beneficial owners have made it clear that the 4 manager's not in compliance, they're moving the 5 accounts, and knowing the individual assets that 6 were sold, I can't – I couldn't think of a 7 business purpose that Seery would be operating 8 under.</p> <p>9 MR. MORRIS: Okay. I move to strike. 10 I'm not asking you for what you think. I'm 11 asking you for facts.</p> <p>12 BY MR. MORRIS: 13 Q. Do you have any knowledge of any 14 facts as to the business justification or 15 rationale for why Mr. Seery wanted to make these 16 trades?</p> <p>17 MR. BONDS: Objection, form. 18 A. No, I don't believe there are any.</p> <p>19 BY MR. MORRIS: 20 Q. And you never asked him; is that 21 right?</p> <p>22 A. Correct.</p> <p>23 Q. And you never instructed anybody on 24 your behalf or on behalf of the advisors or on 25 behalf of the funds to ask Mr. Seery why he</p>	<p>Page 56</p> <p>1 J. DONDERO 2 wanted to make these trades, right? 3 A. That's not correct. 4 Q. Nobody ever told you that they'd had 5 a conversation with Mr. Seery in which 6 Mr. Seery – (audio malfunction) – 7 (Clarification requested by the 8 stenographer.)</p> <p>9 BY MR. MORRIS: 10 Q. Did anybody ever tell you that they 11 had spoken with Mr. Seery and Mr. Seery had 12 provided an explanation, a business rationale for 13 the transactions that he wanted to effectuate? 14 MR. BONDS: Objection, form. 15 A. Yes. Yes.</p> <p>16 BY MR. MORRIS: 17 Q. Who was that? 18 A. Joe Sowin. 19 Q. When did he tell you about this 20 conversation? 21 A. It was at or about this time in... 22 Q. And what did Mr. Sowin tell you? 23 A. Seery told him it was for risk 24 minimization or risk reduction. 25 Q. Did he tell him anything else?</p>

<p>1 J. DONDERO 2 A. No. He said risk reduction was why 3 he was selling the securities. 4 Q. That's the only rationale that 5 Mr. Seery gave to Mr. Sowin; is that your 6 testimony? 7 A. Yes. 8 Q. Okay. Did Mr. Sowin tell you that he 9 asked any questions of Mr. Seery? 10 A. He asked him why he was selling them. 11 Q. And you've given me the entirety of 12 the answer as conveyed by Mr. Sowin to you; is 13 that right? 14 A. Yes. 15 Q. Is Mr. Sowin's conversation with 16 Mr. Seery about the justification for these 17 trades reflected in any document or any e-mail 18 anywhere that you can recall? 19 A. Not that I recall. 20 Q. Did K&L Gates explain their 21 understanding of the business rationale of these 22 trades in any of the letters that they sent on 23 behalf of the funds or any of the advisors? 24 A. Not that I'm aware of. I'm not 25 aware.</p>	<p>Page 58</p> <p>1 J. DONDERO 2 Q. Do you know Dustin Norris? 3 A. Yes. 4 Q. Do you know that he testified in 5 December in connection with this bankruptcy 6 matter? 7 A. Yes. 8 Q. Did you ever tell Dustin Norris about 9 the conversation Mr. Sowin had with Mr. Seery 10 that you've described here? 11 A. I believe he was aware of it. 12 Q. Do you know – did you talk to him in 13 advance of his testimony? 14 A. I talk to Dustin most every day. 15 Q. And did you tell Dustin that he 16 should make sure to alert the Court about this 17 conversation with Mr. Sowin and Mr. Seery? 18 A. No. 19 Q. Did you think it was important that 20 the Court know Mr. Seery's business rationale? 21 A. I thought it was a nonsensical answer 22 on Seery's part. I didn't have an opinion on 23 whether or not the Court should know. 24 Q. Now, you – at the time, you were 25 speaking to Mr. Seery directly; isn't that right?</p>
<p>1 J. DONDERO 2 A. Rarely. I didn't – since the 3 injunction or since – rarely. I can't remember 4 the last time I've spoken to him. Scott 5 Ellington has been the appropriate go-between as 6 far as I understand it. 7 Q. Okay. Was there anything that 8 prevented you in November 2020 from picking up 9 the phone to talk to Mr. Seery about his desire 10 to effectuate these transactions? 11 A. No. The last time I – yeah, I'm 12 remembering, the last time I talked to Seery was 13 the day after Thanksgiving. 14 Q. Okay. Is there anything that you're 15 aware of that prevented you from picking up the 16 phone and asking Mr. Seery for his business 17 justification for these trades prior to 18 December 10, 2020? 19 MR. BONDS: Objection, form. 20 A. No. I expressed my disapproval via 21 e-mail. 22 BY MR. MORRIS: 23 Q. Okay. Why did you decide to write to 24 Mr. Sowin on November 27th? 25 A. I wasn't sure he was aware of Seery's</p>	<p>Page 60</p> <p>1 J. DONDERO 2 work-around, and I know Thomas has an acute 3 awareness of his personal liability for 4 regulatory breaches or doing things that aren't 5 in the best interests of investors, and I don't 6 believe he has the extra insurance and 7 indemnities that Seery has. 8 Q. If he was acutely aware of it, why 9 did you feel the need to remind him of that in 10 your e-mail to him? 11 A. Because I don't think he was aware 12 that Seery was doing a work-around on behalf of 13 the debtor that he was compliance officer of. I 14 wasn't convinced he was aware, so I included him 15 on the e-mail. 16 Q. Did you intend to suggest that by 17 following Mr. Seery's orders to execute the 18 trades, that Mr. Sowin faced personal 19 liability? 20 A. That's the way it works. 21 Q. Okay. And you wanted him to know 22 that, right? 23 A. I wanted him to know that Seery was 24 doing inappropriate trades and doing 25 inappropriate work-around, in my opinion. I</p>

<p>1 J. DONDERO 2 didn't think Thomas was aware. I thought Seery 3 was operating independently. 4 Thomas might have been aware, but I 5 didn't think so. I don't talk to – I haven't 6 talked to Thomas in I don't know when, so I 7 thought it was important for him to know. 8 Q. Okay. You have communicated with 9 Mr. Seery from time to time via text message, 10 right? 11 A. Yes. 12 MR. MORRIS: Can we put up Exhibit 4, 13 please. 14 (Dondero Deposition Exhibit 4 15 marked.) 16 MR. MORRIS: And if we can scroll 17 down a little bit. Okay. 18 BY MR. MORRIS: 19 Q. This is a text that you sent at the 20 bottom there at 5:26 p.m. to Mr. Seery; is that 21 right? 22 A. Yes. 23 Q. Can you just read that text, that 24 5:26 out loud? 25 A. Be careful what you do, last warning.</p>	<p>Page 62</p> <p>1 J. DONDERO 2 Q. Why did you write that? 3 A. Because all the reasons we just went 4 over. And I think he's violating the Advisers 5 Act. He's putting the funds and the debtor at 6 risk, in jeopardy of class action lawsuits, and 7 he's going against the interests of investors 8 that are in transition, and expressed a desire to 9 not have their assets sold, especially when 10 there's no business reason. 11 And for all the reasons articulated 12 below – I mean, for all the reasons we just went 13 over, and there are a few others I probably 14 haven't remembered off the top of my head, but 15 it's – I think it's – I think his activities 16 regarding the CLOs is incredibly inappropriate, 17 unfounded and malicious, and he hadn't sold that 18 many securities at that point in time, somewhat 19 de minimis amounts, but it was a warning to tell 20 him to stop; otherwise, rightfully, the 21 beneficial owners would take more significant 22 actions, which I think they should and they will. 23 Q. What significant action are the 24 beneficial owners going to take? 25 A. I don't know. But there's a lot more</p>
<p>1 J. DONDERO 2 things that they can push on, like you were 3 suggesting earlier, asking earlier in terms of 4 self-reporting to the SEC. 5 Q. But you haven't done that yet, to the 6 best of your knowledge; is that right? 7 A. I'm not aware. 8 Q. You wrote there that it's the last 9 warning. 10 Do you see that? 11 A. Yes. 12 Q. How many other warnings have you 13 given Mr. Seery? 14 A. All the e-mails we just went over. 15 Q. Anything else? 16 A. No. 17 Q. Okay. You got document requests in 18 this – in connection with this matter; isn't 19 that right? 20 A. Yes. 21 MR. MORRIS: Okay. Can we put up 22 Exhibit 5, please. 23 BY MR. MORRIS: 24 Q. You know, before we look at that, 25 earlier this morning you mentioned – you made a</p>	<p>Page 64</p> <p>1 J. DONDERO 2 reference to internal counsel. 3 Do you recall that? 4 A. Yes. 5 Q. Okay. Who were you referring to? 6 A. D.C. Sauter. 7 Q. And D.C. Sauter is internal counsel 8 for who? 9 A. I'm sorry, was there a question 10 there? 11 Q. Yes. I apologize. 12 D.C. Sauter is internal counsel for 13 who, for which entity? 14 A. NexPoint. 15 Q. Okay. Were you referring to anybody 16 else? 17 A. No. 18 Q. Okay. You mentioned Scott Ellington 19 earlier, right? 20 A. Yes. 21 Q. And who is Mr. Ellington? 22 A. He's general counsel at Highland 23 historically. I think his role has been 24 redefined as settlement counsel, that's how it 25 was described to me, I guess, six, nine months</p>

<p>1 J. DONDERO 2 ago, six months ago. 3 Q. Mr. Ellington is employed by the 4 debtor, right? 5 A. Yes. 6 Q. And do you know when he first became 7 employed by the debtor? 8 A. Over a decade ago. 9 Q. Do you know whether Mr. Ellington has 10 any employer other than the debtor? 11 A. I don't know. 12 Q. He never told you that he had an 13 employer other than the debtor, did he? 14 A. I don't know. 15 Q. You know if he told you or not, 16 right? Did he ever tell you that? 17 A. He never told me he did, no. 18 Q. And you have no facts or reason to 19 believe, as you sit here right now, that the 20 debtor is – withdrawn. 21 You have no facts or reason to 22 believe right now that Mr. Ellington has any 23 employer other than the debtor, correct? 24 MR. BONDS: Objection, form. 25 A. I'd like to stick with: I don't</p>	<p>Page 66</p> <p>1 J. DONDERO 2 know. 3 BY MR. MORRIS: 4 Q. You have no reason to believe that; 5 is that fair? 6 A. Correct, I don't know. 7 Q. Okay. He's not – Mr. Ellington is 8 not your personal lawyer, right? 9 A. No. 10 Q. He's never represented Jim Dondero 11 personally; is that right? 12 A. No. 13 MR. MORRIS: Let's look at the 14 document request, please, Exhibit 5. 15 (Dondero Deposition Exhibit 5 16 marked.) 17 BY MR. MORRIS: 18 Q. If we could go – let me just ask you 19 generally, Mr. Dondero. 20 Have you ever seen this document 21 before? 22 A. No. 23 Q. Are you aware that the debtor served 24 document requests on the Bonds Ellis firm for 25 documents in connection with its motion for a</p>
<p>1 J. DONDERO 2 preliminary injunction? 3 A. Yes. 4 Q. How did you learn that? 5 A. I heard about it from my lawyers. 6 Q. Okay. Did you oversee the search for 7 responsive documents? 8 A. Response – I know we were responsive 9 and compliant, but I delegated it to my 10 assistants and the employees at Bonds Ellis. 11 Q. Which assistants did you delegate 12 this to? 13 A. Tara Loiben. I think primarily Tara 14 Loiben. 15 Q. And who is Ms. Loiben? 16 A. She's my assistant. 17 Q. And who is she – 18 A. I'm sorry? 19 Q. Who is she employed by? 20 A. I – I don't know for sure. I think 21 Highland, but I don't know. I don't want to 22 speculate. 23 Q. What instructions – (audio 24 malfunction) – 25 (Clarification requested by the</p>	<p>Page 68</p> <p>1 J. DONDERO 2 stenographer.) 3 BY MR. MORRIS: 4 Q. What instructions did you give her in 5 order to search for documents? 6 A. I didn't – I didn't give her any. 7 She worked with that and she had – she has full 8 access to my e-mail, and I gave her my phone for 9 the better part of a couple days in the office. 10 Q. You – until the end of 2020, you had 11 an e-mail address with an HCMLP or a Highland 12 e-mail address, right? 13 A. Yes. 14 Q. Have you stopped – has that e-mail 15 address ceased to be in use? 16 A. I've switched to an e-mail at the 17 bank as of – whatever it was, last week or... 18 Q. In the year 2020, did you use any 19 e-mail address other than the Highland e-mail 20 address? 21 A. No. 22 Q. You don't have a Gmail address or any 23 other personal e-mail address? 24 A. I have an old Gmail address, but it's 25 dormant. I haven't logged on to it in years.</p>

<p>1 J. DONDERO</p> <p>2 Q. Okay. And you understood that the</p> <p>3 debtor's document request called for the</p> <p>4 production of all text messages that were</p> <p>5 responsive to the requests, right?</p> <p>6 A. Yes.</p> <p>7 Q. Can we just scroll down to the</p> <p>8 requests themselves? Right there.</p> <p>9 Do you see Request No. 3 is for all</p> <p>10 communications between you and any person</p> <p>11 employed by the debtor?</p> <p>12 A. Yes.</p> <p>13 Q. And did you understand that the</p> <p>14 request was limited to the time period of, I</p> <p>15 think, December 10th, 2020 to the end of the</p> <p>16 month?</p> <p>17 A. I didn't read the details of this. I</p> <p>18 didn't get into it. I didn't do the document</p> <p>19 production that I believe was completed and</p> <p>20 responsive. I delegated that.</p> <p>21 Q. Did you review the documents before</p> <p>22 they were produced? Do you know what was</p> <p>23 produced? Withdrawn. Two different questions.</p> <p>24 Did you review the documents for</p> <p>25 completeness before your lawyers delivered them</p>	<p>Page 70</p> <p>1 J. DONDERO</p> <p>2 to my firm?</p> <p>3 A. Only in the most general – when</p> <p>4 she'd print out a stack of them, I'd just thumb</p> <p>5 through the stack of them, and that was it. But</p> <p>6 other than that, no.</p> <p>7 Q. Did you do anything to satisfy</p> <p>8 yourself that you had produced all responsive</p> <p>9 documents?</p> <p>10 A. I trust Tara's work ethic and</p> <p>11 capabilities, and I trust the lawyers at Bonds</p> <p>12 Ellis, so I didn't – I didn't intervene or</p> <p>13 supersede or supervise.</p> <p>14 Q. So you didn't do anything to make</p> <p>15 sure – you didn't do anything personally –</p> <p>16 withdrawn.</p> <p>17 You didn't take any steps personally</p> <p>18 to make sure that all responsive documents had</p> <p>19 been produced, right?</p> <p>20 MR. BONDS: Objection, form.</p> <p>21 A. I wasn't involved personally, but I</p> <p>22 do believe it was responsive and complete.</p> <p>23 BY MR. MORRIS:</p> <p>24 Q. Until early December, you had a phone</p> <p>25 that was bought and paid for by the debtor,</p>
<p>1 J. DONDERO</p> <p>2 right?</p> <p>3 A. Yes.</p> <p>4 Q. What happened to that phone?</p> <p>5 A. It was disposed of as part of getting</p> <p>6 a replacement phone in anticipation of</p> <p>7 potentially a transition.</p> <p>8 Q. Who decided to dispose of it?</p> <p>9 A. That's historically what we've done</p> <p>10 with all of our historic phones, when we've</p> <p>11 gotten new phones. I've gotten a new phone, I</p> <p>12 guess, every four or five years, and the old ones</p> <p>13 have always been destroyed.</p> <p>14 Q. Who decided to destroy this –</p> <p>15 withdrawn.</p> <p>16 When you say it was disposed of, what</p> <p>17 does that mean?</p> <p>18 A. As far as I know, it was disposed of</p> <p>19 in the garbage, but I don't know if it was</p> <p>20 recycled or whatever.</p> <p>21 Q. And who decided to throw it in the</p> <p>22 garbage?</p> <p>23 A. We've always – we've always done</p> <p>24 that when we've gotten new phones, versus trading</p> <p>25 them in, for the senior executives.</p>	<p>Page 72</p> <p>1 J. DONDERO</p> <p>2 Q. I appreciate that, but I'm just</p> <p>3 talking about the very specific phone that the</p> <p>4 debtor bought and paid for for your benefit. Who</p> <p>5 made the decision to dispose and throw that phone</p> <p>6 away?</p> <p>7 MR. BONDS: Objection, form.</p> <p>8 A. I – like I said, I understood it to</p> <p>9 be our standard process and protocol. I don't</p> <p>10 know. I can't label anybody with the decision.</p> <p>11 BY MR. MORRIS:</p> <p>12 Q. Well, who threw it away?</p> <p>13 A. I don't know.</p> <p>14 Q. You don't know if you threw the phone</p> <p>15 away?</p> <p>16 A. No, I – I don't know. No, I don't</p> <p>17 remember throwing it away, but I don't know who</p> <p>18 did.</p> <p>19 Q. Did you have conversations with</p> <p>20 anybody about the decision to throw away the</p> <p>21 phone?</p> <p>22 A. Like I said, it wasn't a decision or</p> <p>23 a new decision. It's been the process, as far as</p> <p>24 I understand it, every time we've upgraded phones</p> <p>25 over the last 30 years.</p>

<p>1 J. DONDERO 2 Q. You just throw it in the garbage? 3 You don't try to get a credit for it by returning 4 it? 5 A. No. 6 Q. Okay. Did you ever speak with 7 Mr. Ellington about your phone that was bought 8 and paid for by the debtor? 9 A. I think Ellington's phone and my 10 phone and I think – I think right around the 11 same time, in anticipation, in case there was a 12 transition or in case there was a liquidation 13 plan, it was time to move the phone ownership 14 away from the estate. The estate wasn't going to 15 pay for it anymore anyway in another couple of 16 weeks so, I – 17 Q. Were you aware – 18 A. I'm sorry, what's your question? 19 Q. Are you aware that the UCC had asked 20 for your text messages before the time that you 21 disposed of your phone? 22 A. No. 23 Q. Nobody ever told you that the UCC 24 wanted your phone? 25 A. No.</p>	<p>Page 74</p> <p>1 J. DONDERO 2 Q. When exactly did you dispose of your 3 phone? 4 A. On or about when I got my new phone. 5 Q. Who at the debtor did you tell that 6 you disposed of your phone? 7 A. I don't – I don't remember who. Was 8 it Jason Rothstein was involved in getting my new 9 phone and knew that I was disposing of my old 10 phone? I don't know who else knew. But again, 11 it was standard procedure. 12 Q. Did it ever occur to you to get the 13 debtor's consent before doing this? 14 MR. BONDS: Objection, form. 15 A. No. 16 BY MR. MORRIS: 17 Q. Did you have the phone number 18 transferred to your personal account? 19 A. Yes. 20 Q. Did you ever ask the debtor for its 21 permission to do that? 22 A. No. 23 Q. Did you ever give the debtor notice 24 that you were doing that? 25 A. I didn't believe it was necessary or</p>
<p>1 J. DONDERO 2 appropriate. 3 Q. So you wanted it to be a secret? 4 MR. BONDS: Objection, form. 5 A. No. No, I wouldn't describe it as a 6 secret. I would say I didn't think it was 7 necessary or appropriate. 8 Every executive that's ever left 9 Highland has always kept their phone number, 10 period. Highland's never said, no, we're keeping 11 the phone number, ever, out of the two or 300 12 people that have come through Highland. And I 13 don't believe most businesses try and retain the 14 phone number of employees when they leave. It's 15 ludicrous on its surface. 16 BY MR. MORRIS: 17 Q. Okay. So let me just make sure that 18 I understand this. 19 You threw the phone – withdrawn. 20 Somebody threw the phone that the 21 debtor bought and paid for in the garbage without 22 the debtor's knowledge or consent; is that right? 23 MR. BONDS: Objection, form. 24 A. I'd just repeat my testimony, that 25 it's always been our process to destroy old</p>	<p>Page 76</p> <p>1 J. DONDERO 2 phones when we get new phones. 3 BY MR. MORRIS: 4 Q. You were no longer an employee of the 5 debtor at the time, correct? 6 A. At the time? I believe I was an 7 employee of the debtor since January. 8 Q. Well, you stayed on as an unpaid 9 employee until mid October; isn't that right? 10 A. Right, but I – but I don't even 11 think my phone was paid for by the debtor. I 12 think my phone was paid for by shared services by 13 NexPoint. I – I don't know what you're – I 14 don't know what you're getting at or what 15 you're – you're asking me. 16 Q. It's not complicated. 17 Did you tell the debtor that you 18 threw away your phone at any time until this 19 deposition? 20 A. Did I tell the debtor? Like I said, 21 I didn't think it was the debtor's phone. No, I 22 did not tell the debtor or get permission. No, I 23 did not. 24 Q. And did you tell the debtor that you 25 were changing the phone number?</p>

<p>1 J. DONDERO 2 A. No. 3 Q. And did Mr. Ellington help you change 4 the phone number? 5 MR. BONDS: Objection, form. 6 A. I didn't change the phone number. 7 BY MR. MORRIS: 8 Q. Withdrawn. 9 Did Mr. Ellington help you have the 10 phone number transitioned to your personal 11 account? 12 MR. BONDS: Objection, form. 13 A. No. No. It was Jason – Jason 14 Rothstein handles the technology stuff and the 15 phone stuff. 16 BY MR. MORRIS: 17 Q. Did Mr. Ellington also change his 18 phone number to his own personal account? 19 A. My understanding was there was 20 numerous senior executives that changed their 21 phone in anticipation of being terminated by the 22 debtor shortly. 23 Q. Who else did it? 24 A. I don't know. I thought it was – I 25 didn't think it was just Ellington and I. I</p>	<p>Page 78</p> <p>1 J. DONDERO 2 thought it was a bunch of senior execs. But – 3 Q. What's the basis – 4 A. – who cares? Who cares? I didn't 5 care. I don't know. I mean – 6 Q. I don't care if you care or not. I'm 7 asking you questions. 8 What is the basis for your statement 9 that other people besides you and Mr. Ellington 10 changed the phone numbers? 11 MR. BONDS: Objection, form. 12 A. That was my understanding. That was 13 my understanding. But I don't – I don't recall 14 specifics. I didn't pay attention. 15 BY MR. MORRIS: 16 Q. What is the basis for the 17 understanding? Did somebody tell you that? 18 MR. BONDS: Can you repeat the 19 question? 20 BY MR. MORRIS: 21 Q. What is the basis for your 22 understanding? Did somebody tell you that 23 employees of Highland other than Mr. Ellington 24 had changed the phone numbers? 25 A. Yes. My understanding was everybody</p>
<p>1 J. DONDERO 2 had to move their phones in the next 30 days or 3 next 25 days, based on Seery's termination 4 notice. 5 Q. Did Jim Seery – withdrawn. I'm 6 perfectly fine. 7 MR. MORRIS: Can we put up Exhibit 6, 8 please. 9 (Dondero Deposition Exhibit 6 10 marked.) 11 BY MR. MORRIS: 12 Q. That's Jason Rothstein. 13 Do you see that? 14 A. Yes. 15 Q. He didn't throw the phone in the 16 garbage, did he? 17 A. I don't know. 18 Q. Well, according to the text that he 19 sent you on December 10th, he left your own – 20 old phone in the drawer of Tara's desk. 21 Do you see that? 22 A. Yes. 23 Q. So he didn't think that it was his 24 responsibility as of December 10th to throw it in 25 the garbage, did he?</p>	<p>Page 80</p> <p>1 J. DONDERO 2 A. I don't know. 3 Q. He left it in Tara's desk, didn't he? 4 A. On December 10th. But I don't know 5 what he did on December 11th. 6 Q. Did you tell him to do anything? 7 A. I don't – all I know is the phone's 8 been disposed of. That's all I know. 9 Q. Okay. Did you tell Mr. Rothstein to 10 take the phone out of Tara's desk and throw it in 11 the garbage? 12 A. I did not. 13 Q. Did you tell Tara to take the phone 14 out of her desk and throw it in the garbage? 15 A. I did not. 16 MR. MORRIS: Okay. Can we put up 17 Exhibit 7, please. 18 (Dondero Deposition Exhibit 7 19 marked.) 20 MR. MORRIS: Can we just scroll down 21 a little bit. 22 BY MR. MORRIS: 23 Q. Is this a text message from you to 24 Tara? 25 A. Yep.</p>

<p>1 J. DONDERO 2 Q. If we could scroll up just a little 3 bit so we can see the date. 4 Well, it doesn't have a date, but do 5 you recall when you asked Tara to come in to 6 work – (audio malfunction) – 7 (Clarification requested by the 8 stenographer.) 9 BY MR. MORRIS: 10 Q. – to come in to work on discovery. 11 Do you recall when you sent this text message, 12 Mr. Dondero? 13 A. No. 14 Q. Do you know how Tara – withdrawn. 15 Did Tara come in to work on discovery 16 at any time? 17 A. Yes. 18 Q. And did you give her any instructions 19 on what to do? 20 A. Again, just generally. 21 Q. What were the general instructions 22 that you gave her? 23 A. Work with the Bonds Ellis guys. 24 Here's the access to my computer and my phone. 25 Be complete and be responsive.</p>	<p>Page 82</p> <p>1 J. DONDERO 2 Q. Did you ever speak with Mr. Ellington 3 about your document production? 4 A. No. 5 Q. Did Mr. Ellington play any role in 6 searching for, reviewing or producing responsive 7 documents? 8 A. Nope. 9 Q. Did you ever speak with Mr. Leventon 10 about your document production? 11 A. Nope. 12 Q. Did Mr. Leventon play any role in 13 searching for, reviewing or producing responsive 14 documents? 15 A. Nope. 16 Q. Did you ever speak with anybody 17 employed by the debtor, other than Tara, about 18 your document production? 19 A. Tara's got an assistant, or my other 20 assistant that works with Tara, Kelly, would have 21 been the only other person. 22 She might have been – Tara had to go 23 back and see her girls during lunch, so I think 24 she used Kelly to do some of the legwork. 25 Q. Let's talk about the TRO for a</p>
<p>1 J. DONDERO 2 second. 3 MR. MORRIS: Can we put up Exhibit 9, 4 please. 5 (Dondero Deposition Exhibit 9 6 marked.) 7 BY MR. MORRIS: 8 Q. This is the temporary restraining 9 order that was signed on December 10th. 10 Do you see that? 11 If we could scroll down just a little 12 bit. Yeah. 13 A. Okay. 14 Q. You've never seen this document 15 before, right? 16 A. Yes, I haven't read it. 17 Q. And I know I asked you earlier today 18 what your understanding was of how this order 19 restrained you. 20 Do you remember those questions? 21 A. Yes. 22 Q. Okay. Is there anything, upon 23 reflection, that you need to add in order to make 24 the record complete as to your understanding of 25 the scope of the injunction?</p>	<p>Page 84</p> <p>1 J. DONDERO 2 A. Not at this moment. 3 MR. MORRIS: Can you put up 4 Exhibit 10, please. 5 (Dondero Deposition Exhibit 10 6 marked.) 7 BY MR. MORRIS: 8 Q. All right. Have you seen this letter 9 before, sir? 10 A. No. I mean, not specifically. I 11 probably received it, but I haven't read it. 12 Q. All right. I just want to go back to 13 the phone for a second to see if I can nail this 14 down. 15 Did you dispose of the phone 16 somewhere around December 10th, 2020? 17 A. I – I don't know. Probably. 18 Q. Well, we just looked at that e-mail, 19 right, that was from Mr. Rothstein. 20 MR. MORRIS: Can we get that back? 21 A. Yes. 22 MR. MORRIS: I just want to see what 23 the date of that was. Yes. Okay. 24 BY MR. MORRIS: 25 Q. So that's December 10th at 6:25 p.m.,</p>

<p>1 J. DONDERO 2 right? 3 A. Yes. 4 Q. Okay. So according to Mr. Rothstein, 5 as of that date at that time, your phone was in 6 Tara's desk, right? 7 A. Yes. 8 Q. You have no reason to disbelieve 9 that, do you? 10 MR. BONDS: Can you repeat the 11 question? I'm sorry. 12 MR. MORRIS: Withdrawn. 13 BY MR. MORRIS: 14 Q. So is it fair to say, then, that the 15 phone was disposed of and thrown in the garbage 16 sometime after December 10th? 17 A. I don't know. 18 Q. Well, as of December 10th, 19 Mr. Rothstein told you that it was in Tara's 20 desk, right? 21 A. Yes. 22 Q. Okay. So if he – Jason's not a 23 liar, is he? 24 A. No. 25 Q. Do you have any reason to believe </p>	Page 86	Page 87
<p>1 J. DONDERO 2 there beginning "On December 22nd"?" 3 A. I'm going to have to get up and read 4 that. Just hold on a sec. 5 Q. Okay. Take your time. 6 A. Yes, I see that. 7 Q. Okay. Having read that paragraph, do 8 you have any basis to dispute any of the 9 statements in that paragraph? 10 MR. BONDS: I'm sorry. Can you read 11 it again or can you ask your question again? 12 MR. MORRIS: Sure. I'd like to know 13 if Mr. Dondero has any basis to dispute any 14 assertion made in that paragraph. 15 A. I disagree with every sentence in 16 that paragraph based on my 30 years of experience 17 and understanding how to operate a registered 18 investment advisor and how to do it in the 19 interest of performance, investors and a 20 registered investment advisor. 21 BY MR. MORRIS: 22 Q. All right. Let's try this 23 differently. I shouldn't have done that. 24 The first sentence, do you have any 25 basis to disagree with any aspect of the first </p>	Page 88	Page 89
<p>1 J. DONDERO 2 that the phone was anywhere other than Tara's 3 desk at 6:25 p.m. on December 10th? 4 A. I don't know. 5 Q. You have no reason to believe that 6 that statement by Mr. Rothstein is untrue, 7 correct? 8 A. Correct. 9 Q. Do you know how it came to be that 10 the phone was disposed of in the manner that 11 you've described? 12 A. Nope. 13 Q. You can't tell me who did it; is that 14 right? 15 A. Correct. 16 Q. And you can't tell me when, after 17 December 10th, that happened, right? 18 A. Correct. 19 Q. Okay. Thank you. Let's go back to, 20 I guess, Exhibit 10. If we can just scroll down 21 a little bit. 22 I understand that you haven't seen 23 this document before. Go to the next page, 24 please – no. Yeah, next page. 25 Do you see the first full paragraph </p>		

<p>1 J. DONDERO 2 Q. Near the closing bell on – we're 3 going to go back in time just a couple of days – 4 on Friday the 18th, Mr. Sowin informed you that 5 Seery wanted to sell these securities, right? 6 A. I don't recall that specifically. 7 MR. MORRIS: Okay. Can we put up 8 Exhibit 11, please. 9 (Dondero Deposition Exhibit 11 10 marked.) 11 MR. MORRIS: Okay. And if we can 12 just go down to the bottom of it. Yeah. 13 BY MR. MORRIS: 14 Q. So that e-mail at the bottom, that's 15 Mr. Seery's direction to sell Avaya securities 16 from the CLOs, right? 17 A. I don't know what's happening here. 18 I don't know if this is fuzzy or my eyes are 19 getting worse, but can we enlarge these a little 20 bit, or I'm going to have to get up each time. 21 Yeah. This is nutty and vindictive. 22 I think everybody realizes that there's no 23 liquidity in the markets the three days before 24 Thanksgiving and Christmas. There's no urgency 25 or reason to sell any of these securities that</p>	<p>Page 90</p> <p>1 J. DONDERO 2 couldn't have waited until January or February. 3 There's no business purpose in 4 selling any of those securities, yet he's pushing 5 them through for self-serving or vindictive 6 reasons. I – or maybe trying to get more issues 7 in front of the judge. I have no idea, but 8 this – this stuff makes absolutely no sense and 9 no business purpose. 10 But I'm sorry, what's your question? 11 MR. MORRIS: Okay. I move to strike 12 and I'd ask you to listen to my question. 13 BY MR. MORRIS: 14 Q. It's simply that you learned, just 15 before the closing bell on Friday, December 18th, 16 that Mr. Seery wanted to sell Avaya securities 17 out of the CLOs? 18 MR. BONDS: Objection, form. 19 THE WITNESS: Yeah, hold on. I need 20 to interrupt for a second. When you strike 21 something, does that mean it doesn't end up in 22 the record? 23 MR. MORRIS: The judge will decide 24 whether or not it does. It's my request that the 25 judge strike it from the record. She'll make the</p>
<p>1 J. DONDERO 2 ruling. 3 THE WITNESS: Okay. But then my 4 lawyer can ask to put it in as my understanding 5 of something at the end or something of the 6 deposition or... 7 MR. MORRIS: I don't want to give you 8 legal advice, Mr. Dondero, but yes, that's 9 generally how it works. 10 THE WITNESS: Okay. Thank you. 11 BY MR. MORRIS: 12 Q. So again, the question is simply 13 whether you learned near the closing bell on 14 Friday, December 18th, that Mr. Seery wanted to 15 sell Avaya shares out of the CLOs? 16 MR. BONDS: Objection, form. 17 A. It appears so. 18 BY MR. MORRIS: 19 Q. Okay. And can you just scroll up 20 above that, please. And – okay. 21 Do you see that Mr. Sowin, in fact, 22 forwards this right to you? 23 A. Yes. 24 Q. And it was on the basis of this that 25 you instructed the NPA and HCMFA employees not to</p>	<p>Page 92</p> <p>1 J. DONDERO 2 execute these sales? 3 A. Yes. 4 Q. After the TRO was issued, did you 5 ever instruct any employees of NPA or HCMFA not 6 to interfere or impede with the debtor's 7 management of the CLOs? 8 A. No. 9 Q. To the best of your knowledge, did 10 anyone ever instruct the employees of NPA and 11 HCMFA not to interfere or impede with the 12 debtor's management of the CLOs? 13 A. No. 14 Q. Did you ever provide a copy of the 15 TRO to any employees of NPA and HCMFA? 16 A. I did not. 17 Q. Do you know if anybody ever provided 18 a copy of the TRO to any of the employees of NPA 19 and HCMFA? 20 A. I do not know. 21 MR. MORRIS: Okay. Can we put up 22 Exhibit 12, please. 23 (Dondero Deposition Exhibit 12 24 marked.) 25 ///</p>

<p>1 J. DONDERO 2 BY MR. MORRIS: 3 Q. Okay. This is a letter that was sent 4 to K&L Gates. 5 Do you know who K&L Gates represents 6 in connection with this matter? 7 A. Some of the retail funds. 8 Q. And do they also represent the two 9 advisors? 10 A. Yes. I believe they're one of – 11 yes. 12 Q. Attached to this letter, there's an 13 Exhibit A, if we can go down, and we'll find a 14 letter from K&L Gates there. Okay. 15 This is another letter from K&L Gates 16 dated December 22nd, 2020. Are you able to see 17 that, sir? Can we scroll down a little bit? 18 A. Yes. Yes, I can see the letter. 19 Q. Okay. Were you aware that this 20 letter was sent at the time that it was? 21 A. I was aware, yes. 22 Q. And these are the same entities, 23 except for CLO Holdco, that had filed the prior 24 motion that was denied by the Court, right? 25 A. I'm sorry, ask that question again.</p>	<p>Page 94</p> <p>1 J. DONDERO 2 These were – 3 Q. Yeah, let me just do a little 4 background. 5 A couple of – about a week before 6 this letter was sent, the entities represented by 7 K&L Gates, except for CLO Holdco, had made a 8 motion in the bankruptcy court, right? 9 A. Yes. 10 Q. They had asked the Court to pause, to 11 impose a pause on the debtor from selling any CLO 12 assets; is that right? 13 A. I don't – I don't know what 14 exactly – I don't know the details of what they 15 requested. 16 Q. Okay. Did you authorize the filing 17 of that motion? 18 A. Authorize the filing? I 19 championed – I pushed and encouraged the chief 20 compliance officer and the general counsel to do 21 what they believed was right as rigorously as 22 possible, and it manifested itself in the letters 23 that you're speaking of. 24 Q. And you – and you approved of these 25 letters, right?</p>
<p>1 J. DONDERO 2 A. I – not directly and not 3 specifically, but I encouraged them to do what 4 they thought was right. 5 Q. Okay. And you were aware that 6 letters with the substance contained in them were 7 going to be sent – (audio malfunction) – 8 (Clarification requested by the 9 stenographer.) 10 BY MR. MORRIS: 11 Q. – to the debtor? 12 THE STENOGRAFHER: And the answer 13 again, please? 14 MR. BONDS: And I objected as to 15 form. 16 THE STENOGRAFHER: And the answer 17 again, please? 18 A. I was aware that letters were being 19 sent, and I was aware that motions – or a motion 20 was being filed. 21 BY MR. MORRIS: 22 Q. This letter was also sent on behalf 23 of CLO Holdco, Ltd. 24 Do you see that? 25 A. Yes.</p>	<p>Page 96</p> <p>1 J. DONDERO 2 Q. Are you the direct or indirect 3 economic or beneficial owner of CLO Holdco, Ltd.? 4 A. No. 5 Q. Who is? 6 A. I believe the DAF and HarbourVest. 7 Q. And who controls the DAF? 8 A. Grant Scott. 9 Q. Who is the beneficial owner of the 10 DAF? 11 A. Three char – three or four 12 charitable organizations. 13 Q. And who controls CLO Holdco? 14 A. I don't know exactly. 15 Q. Do you? 16 A. No. 17 Q. And who are the possibilities? 18 A. CLO Holdco, my understanding is it 19 was a – it was an investment amalgamation 20 between HarbourVest and the DAF, so with the DAF 21 having the primary – or the largest ownership 22 interest. 23 Q. And with that largest ownership 24 interest, is the DAF able to control CLO Holdco? 25 A. I don't know. Maybe.</p>

<p>1 J. DONDERO 2 Q. You've never asked that question? 3 A. Nope. 4 Q. Did you ever instruct any of the 5 advisors or funds to withdraw this letter? 6 MR. BONDS: Objection, form. 7 A. No. 8 BY MR. MORRIS: 9 Q. To the best of your knowledge, has 10 anyone on behalf of the advisors, the funds or 11 CLO Holdco ever instructed K&L Gates to withdraw 12 this letter? 13 A. Not that I'm aware of. 14 Q. Okay. I want to just see if I can 15 refresh your recollection a bit. 16 When you talked about the DAF and 17 HarbourVest, is it possible that you're confusing 18 that with HCLOF? 19 A. You know, you're right. It could be. 20 Maybe it is CLO Holdco – you know what, let me 21 just – let me not speculate. But the CLO Holdco 22 might just be the DAF, and the combined entity 23 might be the level above that. I – I don't know 24 exactly. Let me leave it at that. 25 Q. Okay. That's fair.</p>	<p>Page 98</p> <p>1 J. DONDERO 2 This is the – I think you've 3 testified – I'm trying to speed this up a little 4 bit, believe it or not – that you supported the 5 sending of this particular letter, right? And if 6 you need to read more of it, let me know. 7 A. No, I – again, the thrust of it, the 8 theme of it, the – when you think bad or illegal 9 or regulatorily inappropriate stuff has happened, 10 what did you do, when you knew it, et cetera. 11 And I think the responsibilities of that 12 transcend a lot of things, you know. 13 Q. But you are aware that these very 14 same entities, except for CLO Holdco, had 15 advanced the very same arguments to the 16 bankruptcy court just six days earlier and their 17 motion is denied, right? 18 MR. BONDS: Objection, form. 19 A. Yes. And with all due respect to the 20 Court, it doesn't mean that it was wrong or 21 inappropriate to advance the argument. 22 BY MR. MORRIS: 23 Q. Okay. But having advanced the 24 argument on December 16th and having had it 25 rejected, you support these entities pressing the</p>
<p>1 J. DONDERO 2 same arguments again against the debtor, right? 3 A. We try and do what's right. 4 MR. MORRIS: Okay. Can we put up 5 Exhibit 13, please. 6 (Dondero Deposition Exhibit 13 7 marked.) 8 MR. MORRIS: And if we can go to 9 Exhibit A on the back. Thanks. 10 BY MR. MORRIS: 11 Q. This is another letter sent the next 12 day, right, on December 23rd, from K&L Gates? 13 And we can scroll down further, again. 14 Do you recall that there was yet 15 another letter sent on the 23rd? 16 A. Yeah, I don't recall specifically, 17 but... 18 Q. Can we scroll down a little bit 19 further in this document. 20 Do you recall that there came a time 21 when K&L Gates, on behalf of the advisors and the 22 funds, told the debtor and its counsel that it 23 was considering initiating the process for 24 removing the debtor as portfolio manager of the 25 CLOs?</p>	<p>Page 100</p> <p>1 J. DONDERO 2 MR. BONDS: Objection, form. 3 A. I believe they – I don't know if 4 you're asking me a reservation of rights or 5 whatever, but I think they should do everything 6 as rigorously as possible to try and protect the 7 investors. 8 BY MR. MORRIS: 9 Q. Are you aware of any prohibition of 10 doing what you're – withdrawn. 11 Are you aware that the debtor made an 12 offer to assign the CLO management agreements to 13 NexPoint back in the beginning of December? 14 A. I – I do remember that, and I did 15 get a summary of that, and it was untenable in 16 terms of what it was wrapped in. 17 Q. What was untenable about it? 18 A. Off the top of my head, it would give 19 Seery releases for bad acts or inappropriate 20 trades. It required a reimbursement for, I 21 think, a million dollars of Pachulski fees 22 relative to this subject, and I think it also 23 wanted an up-front payment for the present value 24 of the future management fees to be paid to the 25 estate.</p>

<p>1 J. DONDERO</p> <p>2 Q. And who made the decision to reject</p> <p>3 the debtor's offer?</p> <p>4 A. Made a decision to reject the –</p> <p>5 reject the – it wasn't a rejection of the offer</p> <p>6 as much as a disagreement that that is the way</p> <p>7 CLO contracts transfer, that the manager doesn't</p> <p>8 have the right to extort from the next manager</p> <p>9 when the investors want to transfer.</p> <p>10 So there's a facilitation that</p> <p>11 Highland could provide, but Highland is not in a</p> <p>12 position, based on our understanding of the</p> <p>13 market, to demand consideration.</p> <p>14 Q. Okay. Who made the decision to</p> <p>15 reject the offer?</p> <p>16 A. I was involved in that. It wasn't a</p> <p>17 formal rejection, but it was a view that it was</p> <p>18 an inappropriate offer.</p> <p>19 Q. Did anybody decide or suggest that</p> <p>20 maybe we should make an appropriate offer?</p> <p>21 A. Not yet.</p> <p>22 Q. Was there any reason why, for the</p> <p>23 past month, when the debtor has provided an</p> <p>24 opportunity to transfer these CLO management</p> <p>25 contracts, that none of the advisors or anybody</p>	Page 102	Page 103
<p>1 J. DONDERO</p> <p>2 juncture.</p> <p>3 But – but I believe, subject to</p> <p>4 whatever is legally appropriate, they should and</p> <p>5 they will be moving to replace the manager as</p> <p>6 quickly as possible and holding the manager</p> <p>7 responsible for bad acts prior to transfer.</p> <p>8 BY MR. MORRIS:</p> <p>9 Q. Have you authorized any of the</p> <p>10 parties that are signatory to this letter to</p> <p>11 initiate the process to remove the debtor as the</p> <p>12 fund manager for the CLOs?</p> <p>13 A. I am not that involved. I haven't</p> <p>14 authorized it per se. Again, I'm encouraging the</p> <p>15 executives in charge to do the right thing, given</p> <p>16 the circumstances and what's best for investors,</p> <p>17 especially their retail investors and their</p> <p>18 obligations under the '40 Act.</p> <p>19 Q. You're the president of the two</p> <p>20 advisors, right?</p> <p>21 A. Yes.</p> <p>22 Q. And you're the portfolio manager of</p> <p>23 the funds, right?</p> <p>24 A. Yes.</p> <p>25 Q. Couldn't you give the direction to</p>	Page 104	Page 105
<p>1 J. DONDERO</p> <p>2 representing them has sought fit to make an</p> <p>3 appropriate counteroffer?</p> <p>4 A. We can get an appropriate</p> <p>5 counteroffer out tomorrow.</p> <p>6 Q. Okay. Is there anything that's</p> <p>7 prevented that over the last month instead of</p> <p>8 writing letters and engaging in this litigation?</p> <p>9 A. The fundamental prerequisites were so</p> <p>10 inappropriate that it dissuaded us from putting a</p> <p>11 normal, commercial, reasonable thing forward.</p> <p>12 But we'll put something commercial, reasonable</p> <p>13 and appropriate through tomorrow, and we'll see</p> <p>14 how far it goes.</p> <p>15 Q. Did you support the sending of this</p> <p>16 particular letter at the time it was sent?</p> <p>17 A. I – generally, yes.</p> <p>18 Q. Okay. Have you authorized any of the</p> <p>19 entities on this letter to initiate the process</p> <p>20 to remove the debtor as the fund manager of any</p> <p>21 CLO?</p> <p>22 MR. BONDS: Objection, form.</p> <p>23 A. That's not my position, and it's not</p> <p>24 without legal considerations regarding what's</p> <p>25 subject to a stay and what's appropriate at this</p>		

<p>1 J. DONDERO 2 limits of bankruptcy court is, but I can't be – 3 I've got too many other things to do to be 4 directly involved in the details, so I'm not 5 involved in the details. 6 Q. I see. 7 Did you ever instruct the parties 8 that are signatory – withdrawn. 9 Did you ever instruct K&L Gates to 10 withdraw this letter? 11 A. No. 12 Q. To the best of your knowledge, has 13 anybody on behalf of the advisors, the funds or 14 CLO Holdco ever instructed K&L Gates to withdraw 15 this letter? 16 A. No. 17 Q. Will you commit that each of the 18 entities on whose behalf this letter was sent 19 will cease and desist from taking any steps to 20 initiate the process to remove the debtor as the 21 CLO manager? 22 MR. BONDS: Objection, form. 23 A. Say that again. 24 BY MR. MORRIS: 25 Q. Will you commit on behalf of each of</p>	<p>Page 106</p> <p>1 J. DONDERO 2 the funds and the advisors to cease and desist 3 from taking any steps to replace the debtor as 4 the portfolio manager of the CLOs? 5 A. That would be inappropriate. I'm not 6 sure it would be illegal, but I think it would be 7 a regulatory breach, and I think it would not be 8 in the best interest of investors if we were to 9 agree to anything like that. I think that's nuts 10 and it's nutty to ask that. 11 Q. People say that about me all the 12 time. 13 Did you ever exchange any e-mails or 14 texts with any employee of the parties on this 15 document, on the issue of whether or how to 16 remove the debtor as the CLO's fund manager? 17 A. Not that I recall. 18 Q. Did you ever discuss with any 19 employee of the debtor the topic of removing the 20 debtor as the portfolio manager of the CLOs? 21 A. Not that I recall. 22 MR. MORRIS: Okay. It's 1:35. Can 23 we just take a ten-minute break and resume – is 24 it 12:35 where you are, Mr. Dondero? We'll 25 resume at 1:45 Eastern, 12:45 Central.</p>
<p>1 J. DONDERO 2 THE WITNESS: I'm sorry, I can't hear 3 you. We return at what time? 4 MR. MORRIS: In ten minutes, at 5 12:45. 6 MR. BONDS: And I want to say too, 7 John, that your notice showed that there was a 8 1:30 deposition Central Time of somebody else, 9 and we intend – I mean, we planned on that, so 10 we're going to need to be through at 1:30. 11 MR. MORRIS: Yeah, you can do that if 12 you want. You can do that if you want, but the 13 record will also reflect that we started at least 14 20 minutes late and we took at least a 35-minute 15 break for Mr. Dondero. So you leave whenever you 16 want, but be guided by that. 17 Let's take a break. 18 MR. BONDS: Well, I'm telling you 19 that if you want to go forward, you can. 20 MR. MORRIS: I will. Thank you. I 21 appreciate that. 22 THE WITNESS: All right. See you 23 guys in 10 minutes. 24 THE VIDEOGRAPHER: 12:36 p.m., 25 Central Standard Time. We're off the record.</p>	<p>Page 108</p> <p>1 J. DONDERO 2 (Recess taken, 12:36 p.m. to 3 12:49 p.m. CST) 4 THE VIDEOGRAPHER: 12:49 p.m., 5 Central Standard Time. We're back on the record. 6 BY MR. MORRIS: 7 Q. All right. Can you hear me, 8 Mr. Dondero? 9 A. Yes. 10 Q. Is it fair – do you think it's fair 11 to say that your personal interests are adverse 12 to the debtor's? 13 A. No. 14 Q. They asked for your resignation back 15 in October, right? 16 A. Yes. 17 Q. And you opposed the debtor's plan on 18 file, right? 19 A. Yes. 20 Q. And you objected to the debtor's 21 settlement with ACIS; is that right? 22 A. Yes. 23 Q. And you're going to object to the 24 debtor's settlement with HarbourVest; is that 25 right?</p>

<p>1 J. DONDERO 2 MR. BONDS: Objection, form. 3 A. I don't know for sure. I believe so. 4 I don't know. 5 BY MR. MORRIS: 6 Q. And the debtor commenced an adversary proceeding against you; is that right? 7 MR. BONDS: Objection, form. 8 A. I'm not aware of that in particular. 9 BY MR. MORRIS: 10 Q. The debtor sought and obtained a TRO against you; isn't that right? 11 A. Oh. Okay, yes. 12 Q. And they also started a lawsuit? 13 They filed a complaint against you – is that right – for preliminary and permanent injunctive relief? 14 A. I'm aware of it, yes. 15 Q. And the debtor has removed you from its offices, right? 16 A. Yes. 17 Q. And based on all of that, would you agree that your personal interests are adverse to the debtor? 18 A. No.</p>	<p>Page 110</p> <p>1 J. DONDERO 2 Q. Okay. Since the TRO was entered, 3 have you ever discussed your litigation strategy 4 with Mr. Ellington? 5 A. Not – no. Not that I'm aware of. 6 That's not the subject of our conversations. 7 He's more of a go-between, and he's more of an 8 overall strategist. 9 Q. And he's a strategist for your – you 10 know, for the defense and prosecution of your 11 personal interests, right? 12 A. No. 13 Q. No? 14 Do you remember that there were 15 actually two motions on the calendar on 16 December 16th? There was the motion that you 17 brought that was called, I guess, the active 18 ordinary course transactions motion, and then 19 there was the motion brought by the K&L Gates 20 firm on behalf of – (audio malfunction) – 21 (Clarification requested by the 22 stenographer.) 23 BY MR. MORRIS: 24 Q. – the advisors and the funds, where 25 they sought the pause of the sale of CLO assets.</p>
<p>1 J. DONDERO 2 Do you remember that those two motions were on the calendar a couple of weeks ago? 3 A. I remember that K&L Gates one. The first one, I don't remember. 4 Q. Do you remember discussing with Mr. Ellington the need for a witness for one of those motions? 5 A. No. I don't remember the motion. 6 Q. Do you remember that Mr. Ellington suggested that J.P. Sevilla serve as a witness for one of those motions? 7 A. I don't remember that. 8 MR. MORRIS: Put up Exhibit 15, please. 9 (Dondero Deposition Exhibit 15 marked.) 10 BY MR. MORRIS: 11 Q. If we can go down here, do you see that on Saturday, December 12th, Mr. Lynn wrote to you and said: It looks like a trial? 12 A. Yes. 13 Q. Can you scroll up above that, please. 14 Keep going. And then Mr. Lynn – I'm sorry, not</p>	<p>Page 112</p> <p>1 J. DONDERO 2 so much. 3 And then Mr. Lynn wrote: That said, 4 we must have a witness now. 5 Do you see that? 6 A. Yes. 7 Q. Now, go up to the top, and 8 Mr. Ellington writes to you and to others: It 9 will be J.P. Sevilla. I will tell him that he 10 needs to contact you first thing in the morning. 11 Have I read that correctly? 12 A. Yes. 13 Q. Now, this is after the TRO is 14 entered, right? 15 A. Like I said, I'm not – I see my name 16 on the cc list. I don't have an awareness of 17 what this is about, so... 18 Q. Okay. Do you know what trial 19 Mr. Sevilla was going to testify at? 20 A. No. 21 Q. You didn't produce – 22 A. You can refresh my memory, but I 23 don't have a recollection from this. 24 Q. To be fair, Mr. Dondero, I don't 25 know. This is discovery, and I'm just asking a</p>

<p>1 J. DONDERO 2 question, if you know. 3 A. Okay. 4 Q. Do you recall if you produced this 5 e-mail in discovery? 6 A. I have no idea. 7 Q. Do you recall looking to 8 Mr. Ellington for leadership in helping to 9 coordinate all the lawyers acting on your behalf 10 and on behalf of the entities owned and 11 controlled by you? 12 A. I know I needed some coordination, 13 but I think I went in a different direction, and 14 that's why I brought on Douglas Draper, and he's 15 been functioning in that role of joint defense 16 and coordination. 17 Q. But you did tell Mr. Ellington, after 18 the TRO was entered, that you needed him to 19 provide leadership with respect to the 20 coordination of your litigation interests, right? 21 A. I – I don't – I don't remember. 22 Like I said, I ended up going in a different 23 direction, but I – I don't – I don't know as 24 far as your question is concerned. 25 MR. MORRIS: Okay. Can we put up</p>	<p>Page 114</p> <p>1 J. DONDERO 2 Exhibit 16, please. 3 (Dondero Deposition Exhibit 16 4 marked.) 5 MR. MORRIS: Scroll down to the 6 bottom. Not that far. Right there. 7 BY MR. MORRIS: 8 Q. So this is an e-mail from Mr. Draper 9 to you on December 16th. 10 Do you see that? 11 A. Yes. 12 MR. BONDS: I'm going to object. 13 Mr. Draper is a lawyer. 14 MR. MORRIS: He is. I understand 15 that. 16 MR. BONDS: Anything that was 17 produced that relates to Douglas Draper and Mike 18 Lynn and Jim Dondero is attorney-client 19 privileged. 20 MR. MORRIS: You're entitled to make 21 that assertion, but if we just look at the top so 22 we can clear this up. All the way to the top. 23 Mr. Dondero forwards this to Mr. Ellington. 24 Mr. Ellington is not Mr. Dondero's personal 25 lawyer. He is the lawyer for the debtor, and</p>
<p>1 J. DONDERO 2 your firm doesn't represent any business 3 interest, so there's no claim that this is 4 somehow provided pursuant to a shared services 5 agreement. Unless you can tell me that there's a 6 common – (audio malfunction) – 7 (Clarification requested by the 8 stenographer.) 9 MR. MORRIS: – a common interest 10 between Mr. Ellington and Mr. Dondero, 11 Mr. Dondero has waived the privilege. State your 12 position, and I'm happy to state mine, but I need 13 to ask questions. 14 Can we go back down to the bottom, 15 please. All right. 16 BY MR. MORRIS: 17 Q. So on December 16th, Mr. Draper is 18 looking to get a joint meeting together, right? 19 Do you remember that? 20 A. I'm sorry, what's the question? 21 Q. Do you recall that on or around 22 December 16th, Mr. Draper was looking to get a 23 joint meeting among all the lawyers representing 24 you and your business interests as well as the 25 employees for Highland?</p>	<p>Page 116</p> <p>1 J. DONDERO 2 A. What I do know is Douglas Draper has 3 put together a mutual defense agreement, and I 4 think the 16th is right about when he came on 5 board. He had to reach out and get people's 6 e-mails and contact information and be able to 7 coordinate it. 8 But he's now fully engaged and fully 9 functional in that role. Ellington is not 10 involved in that role at all. Can you – but I 11 don't know exact time frames or exactly who said 12 what to who when, but go ahead, ask me whatever 13 you want. 14 Q. You mentioned a mutual defense 15 agreement. Do I have that right? 16 MR. BONDS: Objection – 17 A. I don't know what – I don't know 18 what the legal term is. 19 BY MR. MORRIS: 20 Q. Okay. But there's a joint – 21 MR. BONDS: Don't talk about that, 22 Jim. 23 MR. MORRIS: Okay. 24 BY MR. MORRIS: 25 Q. Let me ask you this: Did Scott</p>

<p>1 J. DONDERO</p> <p>2 Ellington participate in the drafting of the</p> <p>3 joint interest or mutual defense agreement?</p> <p>4 A. No.</p> <p>5 Q. Did Isaac Leventon participate in the</p> <p>6 drafting of a joint defense or mutual defense</p> <p>7 agreement?</p> <p>8 A. No.</p> <p>9 Q. Did you ever discuss with either of</p> <p>10 them the topic of a joint defense or a mutual</p> <p>11 defense agreement?</p> <p>12 A. That was entirely with Draper.</p> <p>13 Q. Okay. Let's scroll up the page a</p> <p>14 little bit. There's a response from Mr. Lynn.</p> <p>15 Do you see that?</p> <p>16 A. Yes.</p> <p>17 Q. And then if we scroll up a little</p> <p>18 further, you forward it to Mr. Ellington, right?</p> <p>19 If we can go to the –</p> <p>20 A. Yes.</p> <p>21 Q. And you said: I'm going to need you</p> <p>22 to provide leadership here.</p> <p>23 Have I read that correctly?</p> <p>24 A. Yes.</p> <p>25 Q. Why did you send this e-mail string</p>	<p>Page 118</p> <p>1 J. DONDERO</p> <p>2 to Mr. Ellington on December 16th?</p> <p>3 A. I don't remember.</p> <p>4 Q. What leadership were you looking for?</p> <p>5 A. I can't piece it together from here.</p> <p>6 I don't remember. I can't piece it together from</p> <p>7 the e-mail, and I don't remember.</p> <p>8 Q. Why did you need Mr. Ellington to</p> <p>9 provide leadership?</p> <p>10 A. I don't know.</p> <p>11 Q. Does –</p> <p>12 A. I don't remember.</p> <p>13 Q. Okay. Does looking at the topic, a</p> <p>14 list for a joint meeting, refresh your</p> <p>15 recollection that you wanted Mr. Ellington to</p> <p>16 coordinate all of the lawyers working on your</p> <p>17 behalf and on behalf of the entities in which you</p> <p>18 own an interest?</p> <p>19 A. No. I mean, because that was the</p> <p>20 beginning of the string, but the middle of the</p> <p>21 string starts going in different directions. I</p> <p>22 can't say – I can't say what I wanted him to</p> <p>23 have leadership with.</p> <p>24 Q. Can you think of any – any issue at</p> <p>25 all, looking at this e-mail string, as to what he</p>
<p>1 J. DONDERO</p> <p>2 would be providing leadership for if it's not to</p> <p>3 coordinate your defense counsel?</p> <p>4 A. I don't want to speculate, but</p> <p>5 again – I don't want to speculate, but again,</p> <p>6 the middle of the string looks like it goes in</p> <p>7 different directions than just forming the mutual</p> <p>8 defense thing.</p> <p>9 Q. Okay. So you have no recollection</p> <p>10 why you forwarded this e-mail to Mr. Ellington on</p> <p>11 December 16th and why you told him that you need</p> <p>12 him to provide leadership here; is that your</p> <p>13 testimony?</p> <p>14 A. Correct.</p> <p>15 Q. Is Mr. Ellington a party to any joint</p> <p>16 defense or mutual defense agreement that you're a</p> <p>17 party to?</p> <p>18 A. I believe the employees' counsel is</p> <p>19 part of the working group, although I've been on</p> <p>20 calls when the employees' counsel has been on and</p> <p>21 when it hasn't. But I don't even – I think the</p> <p>22 employee group is divided into a couple different</p> <p>23 groups, and I don't know if Ellington is part of</p> <p>24 both groups.</p> <p>25 But I – Ellington individually is</p>	<p>Page 120</p> <p>1 J. DONDERO</p> <p>2 not part of the working group, and I'm not sure</p> <p>3 which, if one or both, of the employee groups</p> <p>4 he's in.</p> <p>5 Q. So there's two employee groups; is</p> <p>6 that right?</p> <p>7 A. I'm beyond my involvement and</p> <p>8 expertise, but I thought there were two employee</p> <p>9 groups, but I don't even know that for sure.</p> <p>10 Q. And has your counsel conferred with</p> <p>11 counsel for either or both of the employee</p> <p>12 groups?</p> <p>13 MR. BONDS: I'm sorry, can you repeat</p> <p>14 the question?</p> <p>15 MR. MORRIS: Yes.</p> <p>16 BY MR. MORRIS:</p> <p>17 Q. Has your counsel at Bonds Ellis</p> <p>18 conferred with counsel for either or both of the</p> <p>19 employee groups?</p> <p>20 A. I don't know.</p> <p>21 MR. MORRIS: John, I would call for</p> <p>22 the immediate production of any –</p> <p>23 MR. BONDS: I don't think we have it,</p> <p>24 but I can check on that.</p> <p>25 MR. MORRIS: I would call for the</p>

<p>1 J. DONDERO 2 immediate production of any joint defense or 3 mutual defense agreement to which any debtor 4 employee is a party – 5 MR. BONDS: I don't think that there 6 are any. 7 MR. MORRIS: And I would call for any 8 drafts, okay? 9 MR. BONDS: Again, I don't think 10 there are any. 11 MR. MORRIS: Okay. You can give me 12 that representation. 13 BY MR. MORRIS: 14 Q. Let's look at the top, at 15 Mr. Ellington's response. And what did he tell 16 you in response to your statement that you need 17 him to provide leadership? 18 A. You mean the two words there? 19 Q. Yep. 20 A. It looks like he typed back: On it. 21 Q. Yeah. 22 Did Mr. Ellington subsequently 23 provide leadership, as you had asked? 24 A. I don't remember. Nothing I can 25 recall.</p>	<p>Page 122</p> <p>1 J. DONDERO 2 Q. Did Mr. Ellington ever participate in 3 any conference calls with your counsel at Bonds 4 Ellis? 5 A. Not that – not that I recall. 6 Ellington's time has been spent primarily, the 7 vast majority, representing and working with the 8 employee group. I know that. It's been 9 difficult to get his attention on anything else 10 so – 11 Q. Listen carefully to my question. I'm 12 not asking you to tell me what Mr. Ellington 13 does. I'm simply asking whether you know that 14 Mr. Ellington has participated in conference 15 calls with your counsel at Bonds Ellis at any 16 time after December 10th. 17 A. I don't know. 18 Q. Did you ever participate in any calls 19 with Mr. Ellington and any lawyer at Bonds Ellis? 20 A. Over the year, for sure. There have 21 been – earlier in the year there were several 22 times, but I can't recall one recently. 23 Q. So you have no recollection of ever 24 participating in a phone call with Mr. Ellington 25 and any lawyer at Bonds Ellis at any time since</p>
<p>1 J. DONDERO 2 December 10th; is that your testimony? 3 A. I – I can't recall. I'm willing to 4 be refreshed. I can't recall. There were – 5 there were – some of the calls that stick out in 6 my mind I believe occurred prior to that date, so 7 I can't – I can't recall any post that date. 8 Q. Okay. You didn't produce this e-mail 9 in response to the Court's order, did you? 10 A. I don't know. 11 Q. And that's because you didn't take 12 the time to look at the production before it was 13 delivered to my firm, right? 14 A. I – I believe the – yeah, I mean, 15 it's a process I don't – I don't get directly 16 involved in. Counsel has to decide what's 17 responsive, what's privileged, what's complete, 18 what's appropriate. That's not my job. 19 Q. Are you aware that any documents for 20 which a privilege was asserted were supposed to 21 be delivered to the Court last December 31st? 22 A. I'm not saying that's what – I have 23 no idea whether we produced this or didn't 24 produce it. And if we didn't, I don't know why. 25 Q. Do you know that the UCC has asked</p>	<p>Page 124</p> <p>1 J. DONDERO 2 for the financial statements for Dugaboy and Get 3 Good? 4 MR. BONDS: Objection, you're going 5 far afield from where we're – this TRO. 6 MR. MORRIS: You can take that 7 position if you want, but I assure you, when I'm 8 done, you'll understand. 9 MR. BONDS: I'm going to instruct the 10 witness not to answer the question. 11 MR. MORRIS: You're not going to let 12 him answer as to whether or not the UCC wanted 13 the Dugaboy and Get Good financial statements? 14 MR. BONDS: I can't hear you. 15 MR. MORRIS: Yeah, I apologize. 16 It's – it's not me, John. Let me just ask 17 again. Are you – you're going to instruct your 18 witness not to answer the question of whether he 19 knew that the UCC wanted the Dugaboy and Get Good 20 financial statements? 21 MR. BONDS: I'll let you go one – 22 you can ask that one question. But anything 23 further into Dugaboy is not something that is for 24 the Court to determine at this point in this 25 case.</p>

<p>1 J. DONDERO 2 MR. MORRIS: Okay. 3 So you can answer that question, sir. 4 A. I think there have been several times 5 over the last year that Dugaboy financials have 6 been requested by a variety of entities. I don't 7 know when or recently or if the UCC requested it 8 recently. 9 BY MR. MORRIS: 10 Q. You know a number of different 11 parties have asked for the Dugaboy and Get Good 12 financial statements; is that right? 13 MR. BONDS: I'm going to object to 14 any answer that you may give following up on 15 Dugaboy. Dugaboy is not subject to the TRO and 16 you're stuck with your adversary proceeding. 17 MR. MORRIS: John, there is a text 18 message that we're going to get to in a moment, 19 so I'll end the suspense. Mr. Dondero 20 specifically says: Don't produce the Dugaboy 21 financial statements without a subpoena. Those 22 documents were in the debtor's possession. I 23 will tell you that I personally made at least a 24 half a dozen requests of Mr. Ellington and 25 Mr. Leventon for those documents.</p>	<p>Page 126</p> <p>1 J. DONDERO 2 I will tell you that Jim Seery 3 instructed them to provide those documents 4 because they're in the debtor's possession, 5 custody and control. 6 I will tell you that there's no 7 shared services agreement between Dugaboy or Get 8 Good and the debtor, and there is no basis for 9 those – for Mr. Ellington and Mr. Leventon to 10 have obstructed the debtor's obligation to 11 provide those documents except in Mr. Dondero's 12 hands. 13 MR. BONDS: I'm going to instruct the 14 witness not to answer the question. 15 MR. MORRIS: I think that might be a 16 good idea. On what basis? 17 MR. BONDS: I don't need to give a 18 basis. I think that you've gone far, far from 19 what we're here on today, which is – 20 MR. MORRIS: I believe that it's – 21 MR. BONDS: – specifically – 22 MR. MORRIS: I'm sorry to interrupt. 23 Go ahead, John. 24 MR. BONDS: Specifically, it's the 25 TRO and the injunction.</p>
<p>1 J. DONDERO 2 MR. MORRIS: Correct. And the TRO 3 specifically – I know Mr. Dondero doesn't know 4 this because he hasn't read the document, but in 5 addition to the things that he mentioned, it also 6 prevents him from interfering with the debtor's 7 business. 8 The debtor is a litigant here. The 9 debtor has an obligation to provide these 10 documents. And he interfered with that 11 obligation. 12 Let me ask my questions and you can 13 direct him not to answer every single time if you 14 want, okay? 15 MR. BONDS: Okay. 16 BY MR. MORRIS: 17 Q. Do you know a woman named Melissa, 18 Mr. Dondero? 19 A. Yes. 20 Q. And who is that? 21 A. She's my personal accountant. 22 Q. Does she work at the Highland 23 offices? 24 A. Yes. 25 Q. Is she employed by the debtor?</p>	<p>Page 128</p> <p>1 J. DONDERO 2 A. I believe so. 3 Q. Do you know what her title is? 4 A. No. 5 Q. Do you directly or indirectly 6 control – withdrawn. 7 Do you directly or indirectly own 8 Dugaboy? 9 A. No. 10 Q. Who owns Dugaboy? 11 MR. BONDS: I'm going to instruct the 12 witness not to answer that question. 13 MR. MORRIS: Are you going to follow 14 your counselor's advice? 15 THE WITNESS: Yes. 16 BY MR. MORRIS: 17 Q. Who controls Dugaboy? 18 MR. BONDS: I'm going to instruct the 19 witness not to answer that question, for the 20 second time. 21 MR. MORRIS: Are you going to 22 follow – yeah, we'll do this every time, John, 23 just for the record. 24 MR. BONDS: That's fine. 25 MR. MORRIS: So I apologize. I</p>

<p>1 J. DONDERO 2 appreciate, you know, you do your job, I'll do 3 mine. 4 Mr. Dondero, are you going to follow 5 your counsel's advice? 6 THE WITNESS: Yes. 7 BY MR. MORRIS: 8 Q. To the best of your knowledge, 9 Dugaboy does not have a shared services agreement 10 with the debtor, correct? 11 You can answer, sir. 12 THE WITNESS: I'm not answering, 13 right? I'm not answering any questions on this 14 subject. 15 MR. MORRIS: Only if your lawyer 16 instructs you to do that, and he hasn't done that 17 for this question. 18 MR. BONDS: I'm going to instruct the 19 witness not to answer the question. 20 MR. MORRIS: You're not going to let 21 him answer whether Dugaboy has a shared services 22 agreement with the debtor? 23 MR. BONDS: I think that you're 24 entitled to that, so Jim, you can answer that 25 question.</p>	<p>Page 130</p> <p>1 J. DONDERO 2 A. I – I don't know. 3 BY MR. MORRIS: 4 Q. Okay. Are you familiar with an 5 entity called Get Good? 6 A. Yes. 7 Q. Do you directly or indirectly own Get 8 Good? 9 A. No. 10 Q. Do you control, directly or 11 indirectly, Get Good? 12 A. I don't believe so. 13 Q. Who owns Get Good? 14 MR. BONDS: I'm going to instruct the 15 witness not to answer the question. 16 MR. MORRIS: Are you going to follow 17 your counselor's advice? 18 THE WITNESS: Yes. 19 BY MR. MORRIS: 20 Q. Who controls Get Good? 21 MR. BONDS: Instruct the witness not 22 to answer the question. 23 MR. MORRIS: Are you going to follow 24 your counselor's advice, Mr. Dondero? 25 THE WITNESS: I'm going to follow his</p>
<p>1 J. DONDERO 2 advice, yes. 3 BY MR. MORRIS: 4 Q. To the best of your knowledge, Get 5 Good does not have a shared services agreement 6 with the debtor, does it? 7 THE WITNESS: Can I answer that or 8 not answer that one? 9 MR. BONDS: Yes, you can. 10 A. I don't know. 11 BY MR. MORRIS: 12 Q. Did you ever discuss the request by 13 any party to produce the financial statements of 14 Get Good and Dugaboy with Scott Ellington? 15 MR. BONDS: I'm going to tell you – 16 advise you not to answer the question. 17 MR. MORRIS: Are you going to follow 18 your counselor's advice? 19 THE WITNESS: Yes. 20 BY MR. MORRIS: 21 Q. Did you ever communicate with 22 Mr. Leventon on the subject matter of whether or 23 not the financial statements for Get Good and 24 Dugaboy needed to be produced by the debtor? 25 MR. BONDS: I'm going to advise the</p>	<p>Page 132</p> <p>1 J. DONDERO 2 witness not to answer the question. 3 MR. MORRIS: Are you going to follow 4 your counselor's advice? 5 THE WITNESS: Yes. 6 BY MR. MORRIS: 7 Q. Did you ever communicate with anybody 8 at any time who was employed by the debtor 9 regarding the production of the Dugaboy and Get 10 Good financial statements? 11 MR. BONDS: I'm going to instruct the 12 witness not to answer the question. 13 MR. MORRIS: Are you going to follow 14 your counselor's advice? 15 THE WITNESS: Yes. 16 BY MR. MORRIS: 17 Q. Melissa is Melissa Schroth, right? 18 A. Yes. 19 Q. She's an executive accountant 20 employed by the debtor, right? 21 A. Yes. 22 Q. And after December 10th, 2020 23 Ms. Schroth told you that a request had been made 24 for the production of the Dugaboy financial 25 statements, correct?</p>

<p>1 J. DONDERO 2 MR. BONDS: You can answer the 3 question. 4 A. I don't remember. 5 MR. MORRIS: Okay. Can we put up 6 Exhibit 17, please. 7 (Dondero Deposition Exhibit 17 8 marked.) 9 MR. MORRIS: Can you scroll down a 10 little bit? I'm sorry. Scroll up so we can see 11 who this text was sent to. 12 BY MR. MORRIS: 13 Q. Is that Melissa Schroth? 14 A. Yes. 15 Q. And if we scroll back down, do you 16 see that you tell Ms. Schroth on December 16th: 17 No Dugaboy details without a subpoena? 18 A. Yes. 19 Q. That's a text that you sent to her on 20 December 16th, correct? 21 A. I believe so. 22 Q. What prompted you to send this text? 23 A. I don't know. 24 Q. You don't have any recollection as to 25 why you would tell Melissa, quote, no Dugaboy</p>	<p>Page 134</p> <p>1 J. DONDERO 2 details without a subpoena? 3 A. No, but that would – I mean, I stand 4 behind that response, but I don't remember why. 5 Q. Do you remember who was asking for 6 the documents? 7 A. Nope. 8 Q. Do you remember any discussion with 9 any person at any time concerning the production 10 of the Dugaboy or Get Good financial statements? 11 A. Nope. 12 Q. Do you have any objection to the 13 debtor producing the Dugaboy and Get Good 14 financial statements? 15 A. I'm sorry, say that again? 16 Q. Would you consent to the debtor's 17 production of the Get Good and Dugaboy financial 18 statements? 19 A. With a subpoena. I stand by that 20 statement, yeah. 21 Q. Okay. Do you know of any reason why 22 Mr. Ellington and Mr. Leventon would have failed 23 to respond to Mr. Seery's instruction to produce 24 the Dugaboy and Get Good financial statements 25 that were requested by the – (audio)</p>
<p>1 J. DONDERO 2 malfunction) – 3 (Clarification requested by the 4 stenographer.) 5 BY MR. MORRIS: 6 Q. – UCC? 7 A. I don't want to speculate. 8 Q. Have you heard of the law firm 9 Baker & McKenzie? 10 A. Yes. 11 Q. Does that firm or any lawyer at that 12 firm represent you in your individual capacity? 13 A. No. 14 Q. Does that firm or any lawyer at that 15 firm represent any entity in which you have a 16 direct or indirect ownership interest? 17 A. No. Not that I'm aware of, no. 18 Q. I'm sorry, one second. 19 Does that firm or any lawyer at that 20 firm represent any entity that you directly or 21 indirectly control? 22 A. Not that I'm aware of. 23 Q. Do you recall asking Isaac Leventon 24 for the contact information for the – for the 25 lawyers at Baker & McKenzie?</p>	<p>Page 136</p> <p>1 J. DONDERO 2 A. I – I don't – I don't – it might 3 have been for part of the shared defense, mutual 4 defense, whatever, agreement, but that's – 5 that's the only reason why I would have asked for 6 it. 7 Q. Okay. What's your understanding as 8 to – (audio malfunction) – 9 (Clarification requested by the 10 stenographer.) 11 BY MR. MORRIS: 12 Q. – the parties to that mutual defense 13 agreement that you just referred to, or shared 14 defense? 15 A. I – it's what I've testified 16 already, Douglas Draper is coordinating it. 17 I'm – I'm not sure whether the employees are on 18 it or not, and I'm not sure if there's one 19 employee group or two employee groups, and I'm 20 not sure if one or both of them are part of that 21 agreement or not. 22 But the – in recent history, my only 23 awareness of Baker McKenzie is with regard to 24 representing the employees. That's my only 25 awareness of that firm.</p>

<p>1 J. DONDERO 2 Q. Have you ever spoken with an attorney 3 at Baker McKenzie? 4 A. No, I have not. 5 MR. MORRIS: Okay. Can you put up 6 Exhibit 18, please. 7 (Dondero Deposition Exhibit 18 8 marked.) 9 BY MR. MORRIS: 10 Q. That's Mr. Leventon. Do I have that 11 right? 12 A. Yes. 13 Q. And you're communicating with him on 14 or around – after December 10th, right? 15 A. Yes. 16 Q. Okay. And if you could scroll down a 17 little bit, right there, on December 22nd, you 18 asked Mr. Leventon to send you the Baker & 19 McKenzie contact person, right? 20 A. Yes. 21 Q. And if you scroll down a little bit. 22 Did he ever send that to you? 23 A. I'm sorry? 24 Q. Did he ever send that to you? 25 A. I don't know. I don't remember.</p>	<p>Page 138</p> <p>1 J. DONDERO 2 Q. Why did you want the Baker & McKenzie 3 contact information? 4 A. I was trying to help Draper 5 coordinate the mutual shared defense agreement. 6 Q. And it was your intent and desire to 7 have the Baker McKenzie firm participate in that 8 agreement, right? 9 A. No. I'm not a lawyer. The 10 appropriateness of who's in that group under what 11 circumstances representing who was a legal 12 decision made by Draper. 13 Q. So why didn't you just have Draper 14 deal with this? Why did you deal with it? 15 A. He was scurrying around, moving 16 quickly, trying to get contact information for 17 potential various different parties. I was just 18 helping him get the contact information. 19 Q. And you – 20 MR. BONDS: I'm going to instruct you 21 not to say anything relating to this as far as 22 what he and Draper discussed. 23 BY MR. MORRIS: 24 Q. You were aware at the time that you 25 asked for the Baker & McKenzie contact</p>
<p>1 J. DONDERO 2 information that Baker & McKenzie was a law firm 3 that – that employees were considering retaining 4 for their personal interests, right? 5 A. I knew they were involved with the 6 employees. Whether – whether or when they were 7 engaged and by which employee group and – I 8 don't have details like that. I never did. 9 Q. But the one thing that you did know, 10 when you asked for the Baker & McKenzie contact 11 information, is that Baker & McKenzie would be 12 representing some group of Highland employees, 13 correct? 14 A. Or they might be. Or they were being 15 interviewed at the time. I think they weren't 16 formally engaged until later. I don't know these 17 details and never did. 18 MR. BONDS: I'm going to instruct the 19 witness – 20 THE WITNESS: I'm sorry, what? 21 MR. BONDS: You need to stop. 22 THE WITNESS: Okay. 23 MR. MORRIS: Why is that? Please 24 don't interrupt the witness. Assert the 25 privilege if you want, direct him not to answer,</p>	<p>Page 140</p> <p>1 J. DONDERO 2 but don't interrupt his answers. 3 BY MR. MORRIS: 4 Q. Baker McKenzie was ultimately 5 retained by some group of the debtor's employees, 6 correct? 7 A. I believe so. 8 Q. Do you know how Baker McKenzie got 9 their retainer, their retainer money? 10 A. No idea. 11 Q. Do you know – are you familiar with 12 an entity called Gov Re? 13 A. Yes. 14 Q. What's Gov Re? 15 A. It's a Bermuda-based reinsurance 16 company. 17 Q. Do you have an ownership interest in 18 Gov Re? 19 A. I don't know. 20 Q. Do any – do any entities in which 21 you have an interest have an ownership interest 22 in Gov Re? 23 A. I don't know. 24 Q. Do you know who controls Gov Re? 25 A. I don't know.</p>

<p>1 J. DONDERO 2 Q. Do you make any decisions on behalf 3 of Gov Re? 4 A. Not recently. Not in the last year. 5 In prior years, I think I've helped them with 6 investments and some strategy, but not recently. 7 Q. Do you know whether Gov Re has made 8 any payment to Baker & McKenzie in the last 9 30 days? 10 A. I have no idea. 11 Q. Did you ever have a communication 12 with anybody at any time in the last 30 days as 13 to – (audio malfunction) – 14 (Clarification requested by the 15 stenographer.) 16 BY MR. MORRIS: 17 Q. – as to whether Gov Re would pay 18 money to Baker & McKenzie on behalf of some of 19 the debtor's employees? 20 A. Nope. No, I have no idea. I've 21 never heard the daisy chain you're connecting. 22 I've never heard it before. 23 MR. MORRIS: Let's take a break. I 24 might be finished. The time now is 2:32, or 1:32 25 Central. Let's just come back sharply at 1:45,</p>	<p>Page 142</p> <p>1 J. DONDERO 2 or 2:45. 3 THE VIDEOGRAPHER: 1:32 p.m. Central 4 Standard Time. We're off the record. 5 (Recess taken, 1:32 p.m. to 6 1:50 p.m. CST) 7 THE VIDEOGRAPHER: 1:50 p.m. Central 8 Standard Time. We're back on the record. 9 BY MR. MORRIS: 10 Q. I just have a few more minutes here. 11 Going back to Gov Re, Mr. Dondero, 12 are you on the board of that entity? 13 A. I don't know. 14 Q. Can you identify any person who sits 15 on that board? 16 A. No. 17 Q. Do you know how many people sit on 18 that board? 19 A. No. 20 Q. Do you have an understanding as to 21 who makes decisions as to whether or not Gov Re 22 should make – (audio malfunction) – 23 (Clarification requested by the 24 stenographer.) 25 MR. MORRIS: Withdrawn.</p>
<p>1 J. DONDERO 2 BY MR. MORRIS: 3 Q. Mr. Dondero, do you know who makes 4 decisions on behalf of Gov Re as to whether or 5 not to make payments on claims? 6 A. No. 7 Q. Did you ever participate in any 8 decisions concerning the payment of claims made 9 under a Gov Re policy? 10 A. Not in five years. I think I was 11 more involved five years ago, but I don't 12 remember. 13 Q. So you don't know if you sit on the 14 board of directors, you don't know who makes 15 decisions to pay claims, and you can't identify 16 any members of the board; is that right? 17 A. Correct. 18 Q. Okay. And you don't know if you have 19 an indirect or direct ownership interest in 20 Gov Re; is that right? 21 A. Correct. 22 Q. Okay. You've spent some time over 23 the last months trying to put together a 24 so-called pot plan; is that right? 25 A. Yes.</p>	<p>Page 144</p> <p>1 J. DONDERO 2 Q. Since December 10th, 2020, have you 3 had any communications with any employee of the 4 debtor concerning the pot plan? 5 A. It's been a struggle to put together 6 a pot plan. There's been an intentional block of 7 any information, even assets, at Highland, so any 8 pot plan is a stab in the dark for me when I put 9 it forward, relative to current assets and likely 10 outcome. 11 But developing the pot plan has been 12 something I think that's been applauded by the 13 judge; at different times it's been encouraged by 14 creditors, you know. But the only people – Dave 15 Klos has helped with creating the model so that 16 the model makes sense and adds up and is 17 distributable. Dave Klos has been the person 18 that I've accessed throughout the year regarding 19 the pot plan. 20 Q. And is it fair to say that you've 21 communicated with Mr. Klos about the pot plan 22 since December 10th, 2020? 23 A. Probably. You know, to the extent 24 that the pot plan has come up, been considered or 25 distributed, yes.</p>

<p>1 J. DONDERO 2 Q. Okay. Can you identify any other 3 employees of the debtor with whom you've 4 discussed the pot plan with since December 10th, 5 2020? 6 A. No. 7 Q. Did you discuss it with 8 Mr. Waterhouse? 9 A. Mr. Waterhouse is Klos' direct 10 supervisor. He probably had an awareness of it 11 from those conversations. I don't recall. I 12 mean, I don't – maybe – I mean, there have 13 been, maybe, peripherally, not significant, I 14 don't think, since the 16th, but I don't recall. 15 Q. Did you ever get any balance sheets 16 or financial information about MultiStrat from 17 Scott Ellington? 18 A. No. 19 Q. Did you ever get any financial 20 information, including balance sheets, concerning 21 MultiStrat, from Isaac Leventon? 22 A. No. They – I wouldn't believe that 23 those guys would have it. I wouldn't even think 24 to ask them for it. It wouldn't be – I don't 25 think it's natural for them to have it. But no,</p> <p>1 J. DONDERO 2 C E R T I F I C A T E 3 4 I, MICHAEL E. MILLER, FAPR, RDR, CRR, 5 Notary Public in and for the State of Texas, do 6 hereby certify: 7 That JAMES D. DONDERO, the witness 8 whose deposition is hereinbefore set forth, was 9 duly sworn by me and that such deposition is a 10 true record of the testimony given by such 11 witness; 12 That pursuant to FRCP Rule 30, 13 signature of the witness was not requested by the 14 witness or other party before the conclusion of 15 the deposition; 16 I further certify that I am not 17 related to any of the parties to this action by 18 blood or marriage; and that I am in no way 19 interested in the outcome of this matter. 20 IN WITNESS WHEREOF, I have hereunto 21 set my hand on January 5, 2021. 22 23 24 MICHAEL E. MILLER, FAPR, RDR, CRR 25 NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS</p>	<p>Page 146</p> <p>1 J. DONDERO 2 I never did, no. 3 MR. MORRIS: Okay. I have no further 4 questions, just two points that I'd like to make. 5 John, will you agree on behalf of 6 Mr. Dondero to have him appear at Friday's 7 hearing when the preliminary injunction takes 8 place or do I need to serve a subpoena? 9 MR. BONDS: No, we haven't made that 10 decision yet. 11 MR. MORRIS: Okay. Will you accept a 12 subpoena on behalf of Mr. Dondero? 13 MR. BONDS: Sure. 14 MR. MORRIS: Okay. We'll get that 15 over to you tomorrow. 16 And then lastly, the deposition of 17 Andrew Clubok has been adjourned to a date to be 18 determined. 19 MR. BONDS: Okay. 20 MR. MORRIS: Thank you very much, 21 all. 22 MR. BONDS: Thanks. 23 THE VIDEOGRAPHER: 1:56 p.m. – 24 1:57 p.m. Central Standard Time. We're off the 25 record. This concludes the deposition.</p> <p>Page 147</p> <p>Page 148</p> <p>Page 149</p>
--	--

		Page 150		Page 151
1	----- INDEX -----		1	
2			2	--- EXHIBITS ---
3			3	EXHIBIT PAGE
4	WITNESS: JAMES D. DONDERO		4	Exhibit 1 10/16/20 NexPoint Letter to 31
5	EXAMINATION: PAGE		5	Seery
6	BY MR. MORRIS 8		6	Exhibit 2 11/24/20 NexPoint Letter to 35
7			7	Seery
8			8	Exhibit 3 E-mail(s) 39
9	---- LITIGATION SUPPORT INDEX ---- PAGE		9	Exhibit 4 Dondero Text Messages 62
10	Instruction Not To Answer 125		10	Exhibit 5 Request for Production of 67
11	Instruction Not To Answer 125		11	Documents
12	Instruction Not To Answer 129		12	Exhibit 6 Dondero Text Messages with 80
13	Instruction Not To Answer 130		13	Jason Rothstein
14	Instruction Not To Answer 131		14	Dondero_000022
15	Instruction Not To Answer 131		15	Exhibit 7 Dondero Text Messages with Tara 81
16	Instruction Not To Answer 133		16	Loiben
17	Instruction Not To Answer 133		17	Dondero_000013
18	Instruction Not To Answer 139		18	Exhibit 8 Skipped in Series
19	Instruction Not To Answer 140		19	Exhibit 9 Temporary Restraining Order 84
20			20	Exhibit 10 12/23/20 Pachulski Letter to 85
21			21	Lynn
22			22	Exhibit 11 E-mail(s) 90
23			23	Exhibit 12 12/24/20 Pachulski Letter to 93
24			24	Wright
25			25	
		Page 152		Page 153
1			1	
2	Exhibit 13 12/24/20 Pachulski Letter to 100		2	ERRATA SHEET FOR THE TRANSCRIPT OF:
3	Wright		3	Case Name: IN RE HIGHLAND/HIGHLAND v. DONDERO
4	Exhibit 14 Skipped in Series		4	Dep. Date: January 5, 2021
5	Exhibit 15 E-mail(s) 112		5	Deponent: JAMES D. DONDERO
6	Exhibit 16 E-mail(s) 115		6	Pg. Ln. Now Reads Should Read Reason
7	Exhibit 17 Dondero Text Messages with 134		7	_____
8	Melissa Schroth		8	_____
9	Dondero_000014		9	_____
10	Exhibit 18 Dondero Text Messages with 138		10	_____
11	Isaac Leventon		11	_____
12	Dondero_000043		12	_____
13			13	_____
14			14	_____
15			15	_____
16			16	_____
17			17	
18			18	
19			19	_____
20			20	Signature of Deponent
21			21	SUBSCRIBED AND SWORN BEFORE ME
22			22	THIS _____ DAY OF _____, 20_____. 23
23			24	_____
24			25	(Notary Public) MY COMMISSION EXPIRES: _____
25				

Index: 1..appearances

<p>1</p> <p>1 7:8 30:25 31:2,3 35:5 36:15,24 37:13 44:17</p> <p>10 60:18 85:4,5 87:20 108:23</p> <p>10:41 47:24 48:2</p> <p>10th 12:17 70:15 80:19,24 81:4 84:9 85:16,25 86:16,18 87:3,17 123:16 124:2 133:22 138:14 145:2, 22 146:4</p> <p>11 7:13 90:8,9</p> <p>11:16 48:3,4</p> <p>11th 81:5</p> <p>12 93:22,23</p> <p>12:35 107:24</p> <p>12:36 108:24 109:2</p> <p>12:45 107:25 108:5</p> <p>12:49 109:3,4</p> <p>12th 112:21</p> <p>13 100:5,6</p> <p>15 46:24 47:22 112:15,17</p> <p>16 115:2,3</p> <p>16th 31:18 99:24 111:16 115:9 116:17, 22 117:4 119:2 120:11 134:16,20 146:14</p> <p>17 134:6,7</p> <p>18 138:6,7</p> <p>18th 90:4 91:15 92:14</p> <p>19-34054-s gj11 7:14</p> <p>1:30 108:8,10</p> <p>1:32 142:24 143:3,5</p> <p>1:35 107:22</p> <p>1:45 107:25 142:25</p>	<p>1:50 143:6,7</p> <p>1:56 147:23</p> <p>1:57 147:24</p>	<p>5th 7:10</p>	<p>6</p> <p>6 80:7,9</p> <p>6:25 85:25 87:3</p>	<p>actions 63:22</p> <p>active 111:17</p> <p>activities 63:15</p> <p>activity 46:5</p> <p>acts 101:19 104:7</p> <p>acute 61:2</p> <p>acutely 61:8</p> <p>add 84:23</p> <p>addition 128:5</p> <p>address 39:24 40:3, 4 69:11,12,15,19,20, 22,23,24</p> <p>addresses 39:23</p> <p>adds 145:16</p> <p>adhered 26:6</p> <p>adjourned 147:17</p> <p>admissible 6:20</p> <p>admit 24:7</p> <p>advance 59:13 99:21</p> <p>advanced 99:15,23</p> <p>adversary 7:21 10:7 110:6 126:16</p> <p>adverse 89:17 109:11 110:23</p> <p>advice 92:8 129:14 130:5 131:17,24 132:2,18 133:4,14</p> <p>advise 132:16,25</p> <p>advised 36:23</p> <p>Advisers 63:4</p> <p>advisor 24:14,20,22 25:4 26:7 88:18,20</p> <p>advisor's 26:5</p> <p>advisors 14:14 17:18 18:23 19:5,7,8, 18,22 20:6,7,10,15, 21 22:12,21 23:12 24:10 29:22 35:21 54:18 56:24 58:23 94:9 98:5,10 100:21 102:25 104:20 106:13 107:2 111:24</p>	<p>Advisors' 19:24</p> <p>advisory 17:21 18:25</p> <p>affect 12:8</p> <p>affirmatively 24:5 25:21,23</p> <p>afield 125:5</p> <p>afternoon 43:16</p> <p>aggressively 105:25</p> <p>agree 6:24 7:3 17:3 55:3 107:9 110:23 147:5</p> <p>agreeing 23:20</p> <p>agreement 27:4 116:5 117:3,15 118:3,7,11 120:16 122:3 127:7 130:9,22 132:5 137:4,13,21 139:5,8</p> <p>agreements 17:16 27:14 28:7,19 29:12 30:6 101:12</p> <p>ahead 24:3 117:12 127:23</p> <p>alert 36:7 59:16</p> <p>allegations 36:24</p> <p>alleged 15:9,12</p> <p>aloud 89:3</p> <p>amalgamation 97:19</p> <p>amounts 63:19</p> <p>analysis 37:11,15</p> <p>Andrew 147:17</p> <p>answering 130:12, 13</p> <p>answers 141:2</p> <p>anticipation 72:6 74:11 78:21</p> <p>anymore 74:15</p> <p>apologize 19:12 65:11 125:15 129:25</p> <p>appearances 7:17</p>
<p>2</p> <p>2 34:24,25 36:15,25 37:14 44:17</p> <p>20 34:22 108:14</p> <p>20-03190-s gj 7:23</p> <p>2020 9:5 35:10 60:8, 18 69:10,18 70:15 85:16 94:16 133:22 145:2,22 146:5</p> <p>2021 6:4 7:10</p> <p>22nd 88:2 89:23 94:16 138:17</p> <p>23rd 100:12,15</p> <p>24 35:10</p> <p>25 80:3</p> <p>27th 60:24</p> <p>2:32 142:24</p> <p>2:45 143:2</p> <p>3</p> <p>3 38:24 39:2 70:9</p> <p>30 6:22 73:25 80:2 88:16 142:9,12</p> <p>300 76:11</p> <p>31st 9:5 124:21</p> <p>35-minute 108:14</p> <p>4</p> <p>4 62:12,14</p> <p>40 104:18</p> <p>5</p> <p>5 6:4 64:22 67:14,15</p> <p>5:26 62:20,24</p>	<p>7</p> <p>7 81:17,18</p> <p>A</p> <p>a.m. 6:4 7:10 47:24 48:2,3,4</p> <p>ability 12:12 24:16, 18 26:11</p> <p>absolutely 91:8</p> <p>accept 147:11</p> <p>access 69:8 82:24</p> <p>accessed 145:18</p> <p>accommodate 47:16</p> <p>account 54:3 56:2 75:18 78:11,18</p> <p>accountant 128:21 133:19</p> <p>accounts 56:5</p> <p>ACIS 109:21</p> <p>acknowledge 26:2,9</p> <p>acknowledged 41:3</p> <p>acknowledging 23:20 25:21,23</p> <p>Act 63:5 104:18</p> <p>acting 114:9</p> <p>action 46:5 63:6,23</p>	<p>actions 63:22</p> <p>active 111:17</p> <p>activities 63:15</p> <p>activity 46:5</p> <p>acts 101:19 104:7</p> <p>acute 61:2</p> <p>acutely 61:8</p> <p>add 84:23</p> <p>addition 128:5</p> <p>address 39:24 40:3, 4 69:11,12,15,19,20, 22,23,24</p> <p>addresses 39:23</p> <p>adds 145:16</p> <p>adhered 26:6</p> <p>adjourned 147:17</p> <p>admissible 6:20</p> <p>admit 24:7</p> <p>advance 59:13 99:21</p> <p>advanced 99:15,23</p> <p>adversary 7:21 10:7 110:6 126:16</p> <p>adverse 89:17 109:11 110:23</p> <p>advice 92:8 129:14 130:5 131:17,24 132:2,18 133:4,14</p> <p>advise 132:16,25</p> <p>advised 36:23</p> <p>Advisers 63:4</p> <p>advisor 24:14,20,22 25:4 26:7 88:18,20</p> <p>advisor's 26:5</p> <p>advisors 14:14 17:18 18:23 19:5,7,8, 18,22 20:6,7,10,15, 21 22:12,21 23:12 24:10 29:22 35:21 54:18 56:24 58:23 94:9 98:5,10 100:21 102:25 104:20 106:13 107:2 111:24</p>	<p>advisors' 19:24</p> <p>advisory 17:21 18:25</p> <p>affect 12:8</p> <p>affirmatively 24:5 25:21,23</p> <p>afield 125:5</p> <p>afternoon 43:16</p> <p>aggressively 105:25</p> <p>agree 6:24 7:3 17:3 55:3 107:9 110:23 147:5</p> <p>agreeing 23:20</p> <p>agreement 27:4 116:5 117:3,15 118:3,7,11 120:16 122:3 127:7 130:9,22 132:5 137:4,13,21 139:5,8</p> <p>agreements 17:16 27:14 28:7,19 29:12 30:6 101:12</p> <p>ahead 24:3 117:12 127:23</p> <p>alert 36:7 59:16</p> <p>allegations 36:24</p> <p>alleged 15:9,12</p> <p>aloud 89:3</p> <p>amalgamation 97:19</p> <p>amounts 63:19</p> <p>analysis 37:11,15</p> <p>Andrew 147:17</p> <p>answering 130:12, 13</p> <p>answers 141:2</p> <p>anticipation 72:6 74:11 78:21</p> <p>anymore 74:15</p> <p>apologize 19:12 65:11 125:15 129:25</p> <p>appearances 7:17</p>		

Index: appears..CEO

appears 41:21 92:17	137:8 142:13 143:22	bankruptcy 7:15 10:7,19 26:5 59:5 95:8 99:16 106:2	21:7 22:24 24:11 25:7 27:16,25 28:8, 21 29:14,24 30:8,18 32:9,21 34:9 35:23 36:16 37:2 38:17,22 42:7 43:7 44:18 45:25 49:17 50:7 51:12 52:3,21 54:15 55:2,23 56:17 57:14 60:19 66:24 67:24 68:10 71:11,20 73:7 75:14 76:4,23 78:5, 12 79:11,18 82:23 86:10 88:10 91:18 92:16 96:14 98:6 99:18 101:2 103:22 105:4,8 106:22 108:6,18 110:2,8 115:12,16 117:16,21 121:13,17,23 122:5,9 123:3,15,19,25 125:4,9,14,21 126:13 127:13,17,21,24 128:15 129:11,18,24 130:18,23 131:14,21 132:9,15,25 133:11 134:2 139:20 140:18, 21 147:9,13,19,22	C
applauded 145:12	authority 143 28:25 34:15	based 29:20 80:3 88:16 102:12 110:22	beginning 24:13 88:2 101:13 119:20	C-SUITE 33:25
appropriateness 139:10	authorize 33:3 35:20 95:16,18	basis 79:3,8,16,21 88:8,13,25 92:24 127:8,16,18	basket 39:23	calendar 111:15 112:3
approval 9:11	authorized 42:6,14 103:18 104:9,14	beginning 24:13 88:2 101:13 119:20	called 32:18 47:11 121:21,25 122:7 123:24	call 32:18 47:11 121:21,25 122:7 123:24
approved 95:24	Avaya 89:24 90:15 91:16 92:15	begins 39:8	calls 46:17 48:14 120:20 123:3,15,18 124:5	called 22:7 70:3 111:17 131:5 141:12
argue 25:19	AVYA 43:19	behalf 9:15 28:5 35:21 56:24,25 58:23 61:12 96:22 98:10 100:21 106:13,18,25 111:20 114:9,10 119:17 142:2,18 144:4 147:5,12	believed 95:21	canceled 43:18
argument 99:21,24	aware 9:3,13,18 12:7,10,17 13:14 14:17,20,23 17:14 21:13 26:15 27:19,22 35:16 36:2,12 48:9 52:11 53:6 58:24,25 59:11 60:15,25 61:8, 11,14 62:2,4 64:7 67:23 74:17,19 94:19,21 96:5,18,19 98:13 99:13 101:9,11 110:9,18 111:5 124:19 136:17,22 139:24	bell 90:2 91:15 92:13	believe 33:22	CANTY 35:3,6
arguments 99:15 100:2	awareness 61:3 113:16 137:23,25 146:10	beneficial 20:5 27:5 28:14,15,18,23 29:11 30:5,10 46:7 50:10 56:3 63:21,24 97:3,9	believe 33:22	capabilities 71:11
articulated 46:10 50:11 63:11	back 44:11 47:21 48:5,22 54:9,11 83:23 85:12,20 87:19 90:3 100:9 101:13 109:5,14 116:14 122:20 134:15 142:25 143:8,11	benefit 50:13 73:4 105:21	bought 71:25 73:4 74:7 76:21	capability 23:24 24:19 25:16
Asia 30:24	background 95:4	Bermuda-based 141:15	bottom 39:6,8 62:20 90:12,14 115:6 116:14	capable 24:23
asks 29:16	bad 99:8 101:19 104:7	bit 41:4 62:17 81:21 82:3 84:12 87:21 90:20 94:17 98:15 99:4 100:18 118:14 134:10 138:17,21	breach 27:4,13 33:22 36:3,6,10 107:7	capacity 10:3,6,13, 18 30:3,4 136:12
aspect 13:13 88:25	block 49:12 145:6	breaches 61:4	brought 111:17,19 114:14	Capital 7:12 8:18 18:22 21:16 22:8 53:15
Assert 140:24	blocking 55:22	break 46:19,23 107:23 108:15,17 142:23	bunch 24:17 79:2	capture 50:18
asserted 124:20	board 13:10 14:13 117:5 143:12,15,18 144:14,16	business 46:8,9,10 50:13 52:19 55:5,25 56:7,14 57:12 58:21 59:20 60:16 63:10 91:3,9 116:2,24 128:7	bucket 40:2	care 15:15 79:5,6
assertion 88:14 115:21	bona 46:5 89:12	bodies 37:5	businesses 76:13	careful 62:25
asset 39:13	bonds 7:2,20 9:20, 23 10:2,10,16 11:15, 22 13:2 14:5 15:6 16:23 17:10 18:6	bona 46:5 89:12	businesses 76:13	carefully 123:11
assets 24:16 39:13 44:7 46:8 50:14 51:25 56:5 63:9 95:12 111:25 145:7,9	balance 146:15,20	bank 69:17	cares 47:18 79:4	cares 47:18 79:4
assign 101:12			case 6:23 7:12,13,21 10:19 14:4 40:8 52:22 74:11,12 125:25	case 6:23 7:12,13,21 10:19 14:4 40:8 52:22 74:11,12 125:25
assistant 68:16 83:19,20			caused 22:21 24:10	caused 22:21 24:10
assistants 68:10,11			cease 106:19 107:2	cease 106:19 107:2
association 6:8			ceased 69:15	ceded 69:15
assume 49:13				Central 7:10 47:24 107:25 108:8,25 109:5 142:25 143:3,7 147:24
assure 125:7				CEO 14:21
Attached 94:12				
attention 79:14 123:9				
attorney 138:2				
attorney-client 115:18				
attorneys' 7:17				
audio 11:2 16:7 57:6 68:23 82:6 96:7 111:20 116:6 135:25				

Index: cetera..day

cetera 24:20 99:10	29:13 30:7 38:10,14 40:24 50:6 54:5 63:16 90:16 91:17 92:15 93:7,12 100:25 104:12 105:15 107:4, 20	compliant 68:9 complicated 77:16 computer 82:24 concerned 114:24 concludes 147:25 conclusion 28:23 29:8,17 30:21 34:17, 20	24:8,15 25:12 26:3,4, 16,18,24 102:7,25 control 10:12 18:20 20:7 97:24 127:5 129:6 131:10 136:21 controlled 114:11 controls 97:7,13 129:17 131:20 141:24	counteroffer 103:3, 5 couple 46:17 69:9 74:15 90:3 95:5 112:3 120:22 court 6:15 7:15,19 13:18 25:20 48:11 59:16,20,23 94:24 95:8,10 99:16,20 106:2 124:21 125:24 Court's 14:3,9 48:15 124:9 courtroom 6:21 COVID-19 6:10 Covitz 39:8,11,12 40:22 Covitz's 41:11,20,24 creating 145:15 credit 74:3 creditors 145:14 CRO 14:21 CST 6:4 48:3 109:3 143:6 current 145:9 custody 127:5
				D
				D.C. 65:6,7,12 DAF 44:5 97:6,7,10, 20,24 98:16,22 daisy 142:21 Dallas 7:16 dark 145:8 date 7:9 26:19 82:3,4 85:23 86:5 124:6,7 147:17 dated 31:17 35:9 94:16 Dave 145:14,17 day 41:4 48:14,18 54:11 59:14 60:13 100:12

Index: days..due

days 52:25 69:9 80:2, 3 90:3,23 99:16 142:9,12	138:14,17 145:2,22 146:4	desire 60:9 63:8 139:6	discussed 31:8 111:3 139:22 146:4	64:1 65:1 66:1 67:1, 10,15,19 68:1 69:1 70:1 71:1 72:1 73:1
de 63:19	decide 25:20 45:21 60:23 91:23 102:19 124:16	desires 52:16	discussing 112:7	74:1 75:1 76:1 77:1
deal 139:14	desist 106:19 107:2	desk 49:13 52:8 80:20 81:3,10,14 86:6,20 87:3	discussion 135:8	78:1 79:1 80:1,9 81:1,18 82:1,12 83:1 84:1,5 85:1,5 86:1 87:1 88:1,13 89:1
debtor 7:13 8:15 9:3 12:18 15:15 16:7,17, 21 17:6,7 22:23 23:16,20,22,23,24 24:8 25:6,9,11,15,16 26:17 27:4,13,23 28:20 29:12 30:7 38:10 39:14,16 40:11,18 43:19 50:13 53:16 61:13 63:5 66:4,7,10,13,20,23 67:23 70:11 71:25 73:4 74:8 75:5,20,23 76:21 77:5,7,11,17, 20,22,24 78:22 83:17 95:11 96:11 100:2, 22,24 101:11 102:23 103:20 104:11 105:3, 14 106:20 107:3,16, 19,20 110:6,11,19,24 115:25 122:3 127:8 128:8,9,25 130:10,22 132:6,24 133:8,20 135:13 145:4 146:3	destroy 72:14 76:25	dispose 72:8 73:5 75:2 85:15	90:1,9 91:1 92:1,8 93:1,23 94:1 95:1 96:1 97:1 98:1 99:1 100:1,6 101:1 102:1 103:1 104:1 105:1	
declare 28:6	details 70:17 95:14 106:4,5 134:17 135:2 140:8,17	destroyed 72:13	disposing 75:9	106:1 107:1,24 108:1,15 109:1,8
default 23:23 24:18 25:15 26:4 27:23 28:7	determine 125:24	dissuaded 103:10	disputed 103:11 110:1 111:1 112:1,17	110:1 111:1 112:1,17 113:1,24 114:1
defending 9:20	determined 147:18	distancing 6:11	distributable 145:17	115:1,3,18,23 116:1, 10,11 117:1 118:1
defense 111:10 114:15 117:3,14 118:3,6,10,11 120:3, 8,16 122:2,3 137:3,4, 12,14 139:5	developing 145:11	distributed 145:25	District 7:15	119:1 120:1 121:1 122:1 123:1 124:1
defer 52:16	difficult 31:7 123:9	Division 7:16	divided 120:22	125:1 126:1,19 127:1 128:1,3,18 129:1
definable 46:9	direct 18:3 19:17 28:16 97:2 128:13 136:16 140:25 144:19 146:9	documents 31:10, 11 67:25 68:7 69:5 70:21,24 71:9,18 83:7,14 124:19 126:22,25 127:3,11 128:10 135:6	document 31:14,22 32:2,3 58:17 64:17 67:14,20,24 70:3,18 83:3,10,18 84:14 87:23 100:19 107:15 128:4	130:1,4 131:1,24 132:1 133:1 134:1,7 135:1 136:1 137:1 138:1,7 139:1 140:1 141:1 142:1 143:1,11 144:1,3 145:1 146:1 147:1,6,12
delegate 68:11	directed 33:16 38:4 42:15 43:20 45:24	direction 23:3 38:15 40:23 90:15 104:25 114:13,23	Dondero's 115:24 127:11	
delegated 68:9 70:20	directions 119:21 120:7	directions 119:21 120:7	dormant 69:25	
delivered 70:25 124:13,21	directly 13:11 54:4 55:16,19 59:25 96:2 106:4 124:15 129:5,7 131:7,10 136:20	disagree 88:15,25	Douglas 114:14 115:17 117:2 137:16	
demand 102:13	disagreement 102:6	disagreements 102:6	dozen 126:24	
denied 94:24 99:17	disapproval 60:20	disbelieve 86:8	drafting 118:2,6	
depend 52:23	discernible 46:9	discover 82:10,15 113:25 114:5	drafts 122:8	
depo 9:9	discoveries 32:5 34:12 105:12 107:18 118:9 132:12 146:7	discovery 82:10,15 113:25 114:5	Draper 114:14 115:8, 13,17 116:17,22 117:2 118:12 137:16 139:4,12,13,22	
deposition 6:13 7:9, 22 9:16 10:22,25 11:8 31:3 34:25 39:2 47:7,19 48:10 62:14 67:15 77:19 80:9 81:18 84:5 85:5 90:9 92:6 93:23 100:6 108:8 112:17 115:3 134:7 138:7 147:16, 25	draw 28:22	drawers 80:20	drawn 34:18	
describe 39:25 76:5	discuss 32:5 34:12 105:12 107:18 118:9 132:12 146:7	discreet 46:10 47:1,2 48:1,7 49:1 50:1 51:1,16 52:1 53:1 54:1 55:1 56:1 57:1 58:1 59:1 60:1 61:1 62:1,14 63:1	drove 36:4	
			drugs 12:4	
			due 6:10 99:19	

Dugaboy	125:2,13, 19,23 126:5,11,15,20 127:7 129:8,10,17 130:9,21 132:14,24 133:9,24 134:17,25 135:10,13,17,24	duty	8:4	82:23 121:17 123:4, 15,19,25	entity	10:11 18:20 20:8 22:7 39:15 65:13 98:22 131:5 136:15,20 141:12 143:12	expressed	52:9 60:20 63:8	financials	126:5	
Dustin	59:2,8,14,15	E		employed	39:15 66:3,7 68:19 70:11 83:17 128:25 133:8, 20	entry	16:6	find	94:13		
e-mail	39:5,8,23 40:3,4,22 41:2,4,11, 19,20,24 42:5,18,23 43:6,23 45:6,12 48:25 50:4 51:9,17 52:2 53:9,11 58:17 60:21 61:10,15 69:8, 11,12,14,16,19,23 85:18 90:14 114:5 115:8 118:25 119:7, 25 120:10 124:8	employee	39:15,16 47:4,10 77:4,7,9 107:14,19 120:22 121:3,5,8,11,19 122:4 123:8 137:19 140:7 145:3	equity	40:15 41:12, 15,17,24	extent	21:7 22:24 31:12 145:23	fine	47:2,13 80:6 129:24		
e-mails	40:2 45:8 52:4 64:14 89:9 107:13 117:6	employees	13:12 25:24 40:18 47:15 68:10 76:14 79:23 89:22 92:25 93:5,10, 15,18 116:25 137:17, 24 140:3,6,12 141:5 142:19 146:3	estate	74:14 101:25	external	37:21	finished	19:13 142:24		
earlier	64:3,25 65:19 84:17 99:16 123:21	employees'	120:18, 20	ethic	71:10	extort	102:8	firm	9:23 10:5,10,17 17:19,21 18:23,25 19:4 67:24 71:2 111:20 116:2 124:13 136:8,11,12,14,15, 19,20 137:25 139:7 140:2		
early	71:24	employer	66:10,13, 23	events	16:5	extra	61:6	firms	10:2		
Eastern	107:25	encourage	105:24	exact	21:23 117:11	eyes	90:18	fit	103:2		
economic	18:4 19:18 97:3	encouraged	95:19 96:3 145:13	EXAMINATION	8:7	face	89:20	follow	129:13,22 130:4 131:16,23,25 132:17 133:3,13		
effectuate	53:3,7 55:22 57:13 60:10	encouraging	104:14	exchange	107:13	faced	61:18	form	11:15,22 13:2 14:5 15:6 16:23 17:10 18:6 24:11 25:7 26:8 27:16,25		
Ellington	47:4 60:5 65:18,21 66:3,9,22 67:7 74:7 78:3,9,17, 25 79:9,23 83:2,5 111:4 112:8,11 113:8 114:8,17 115:23,24 116:10 117:9 118:2, 18 119:2,8,15 120:10,15,23,25 122:22 123:2,12,14, 19,24 126:24 127:9 132:14 135:22 146:17	ended	114:22	executive	76:8 133:19	facilitation	102:10	fact	38:12 92:21		
Ellington's	74:9 122:15 123:6	engaged	117:8 140:7,16	executives	34:2 72:25 78:20 104:15 105:17,18	factitious	29:20	facts	56:11,14 66:18, 21		
Ellis	9:23 10:2,10,17 67:24 68:10 71:12	engaging	103:8	exhibit	30:25 31:2,3 34:24,25 35:5 36:15, 24,25 37:13,14 38:24 39:2 44:17 48:22 62:12,14 64:22 67:14,15 80:7,9 81:17,18 84:3,5 85:4, 5 87:20 90:8,9 93:22, 23 94:13 100:5,6,9 112:15,17 115:2,3 134:6,7 138:6,7	failed	135:22	fair	18:20 19:5,9 20:7 33:10 34:19 35:18 40:21 67:5 86:14 98:25 109:10 113:24 145:20	formal	102:17
		enlarge	90:19	executing	43:10 45:23	familiar	17:19 18:23 22:7 31:21,23 131:4 141:11	formally	48:16 140:16		
		enter	9:8	executives	34:2 72:25 78:20 104:15 105:17,18	fashion	26:9	forming	120:7		
		entered	13:19 14:10 15:19 111:2 113:14 114:18	exhibits	44:10,16	February	91:2	forward	51:2 103:11 108:19 118:18 145:9		
		entirety	58:11	experience	88:16	Federal	6:22	forwarded	120:10		
		entities	20:17 94:22 95:6 99:14,25 103:19 106:18 114:10	expertise	121:8	feel	61:9	forwards	92:22 115:23		
		entitled	115:20 130:24	explain	58:20	fees	101:21,24	found	26:12		
				explanation	51:23 57:12	fide	46:5 89:12	frames	117:11		
				explicit	9:10	figure	49:25 50:22	Friday	90:4 91:15		
						file	109:18				
						filed	94:23 96:20 110:15				
						filing	95:16,18				
						financial	33:24 125:2,13,20 126:12, 21 132:13,23 133:10, 24 135:10,14,17,24 146:16,19				

Index: Friday's..instructing

92:14	generally 18:21 31:23 32:10 33:6 40:15 44:19,23,24 67:19 82:20 92:9 103:17	handles 78:14 handling 47:11 hands 127:12 happen 49:20 happened 72:4 87:17 99:9 happening 50:2 90:17	historic 72:10 historically 40:6 46:6 65:23 72:9 history 137:22 hitting 49:12 hold 21:4 22:6,17 50:19 88:4 91:19 Holdco 94:23 95:7 96:23 97:3,13,18,24 98:11,20,21 99:14 106:14	including 47:4 146:20 Income 20:21 21:2,5 incredibly 63:16 indemnities 61:7 independent 13:10 independently 62:3 indirect 18:3 19:17 97:2 136:16 144:19 indirectly 55:18 129:5,7 131:7,11 136:21
Friday's 147:6	gentlemen 6:7 girls 83:23 give 24:9 30:21 35:6, 24 41:22 51:23 69:4, 6 75:23 82:18 92:7 101:18 104:25 122:11 126:14 127:17 giving 40:22 Gmail 69:22,24 go-between 60:5 111:7	hard 49:22 105:20 HCLOF 98:18 HCMFA 89:22 92:25 93:5,11,15,19 HCMLP 69:11 head 63:14 101:18 hear 8:11 20:14 48:7 105:9 108:2 109:7 125:14 gotcha 31:9 Gov 141:12,14,18,22, 24 142:3,7,17 143:11,21 144:4,9,20	holders 27:5 46:7 50:10 holding 22:2 104:6 hundred 54:21 Hunter 39:8,12 41:23 52:8	individual 10:3,6,13, 18 56:5 136:12 individually 120:25 individuals 46:13 inferred 26:13 information 117:6 136:24 139:3,16,18 140:2,11 145:7 146:16,20
fund 18:22 19:4,7,18, 21,24 20:6,7,10,15, 21,23 21:2,5,12,17, 20,21 22:3,4,11,15, 18 46:12 103:20 104:12 107:16	future 101:24 fuzzy 90:18	heard 7:5 68:5 136:8 142:21,22 hearing 11:13,20 13:20,22,25 147:7 held 13:19 39:24 40:23 41:17 53:18 helped 142:5 145:15 helpful 32:8 helping 114:8 139:18 HFAM 44:5 54:20 High- 39:14 Highland 7:12 8:18 9:16 10:7 13:11 18:22 20:21 21:2,5 44:6 47:3,10,14 53:15 65:22 68:21 69:11,19 76:9,12 79:23 102:11 116:25 128:22 140:12 145:7	ideally 46:20 identify 143:14 144:15 146:2 illegal 99:8 107:6 impede 93:6,11 implicit 34:17,20 Implicitly 9:9 implies 24:22 89:10 important 59:19 62:7 impose 95:11 inaccurate 89:6 inadvertently 49:25 inappropriate 52:12 61:24,25 63:16 99:9, 21 101:19 102:18 103:10 107:5 inches 16:12,13 included 40:4 61:14	informed 37:4 38:11, 13 90:4 initiate 103:19 104:11 105:2,13 106:20 initiating 100:23 injunction 11:10,14, 21 60:3 68:2 84:25 127:25 147:7 injunctive 110:16 input 54:10 institutions 33:24 instruct 93:5,10 98:4 106:7,9 125:9,17 127:13 129:11,18 130:18 131:14,21 133:11 139:20 140:18 instructed 41:25 44:6 56:23 89:22 92:25 98:11 106:14 127:3 instructing 9:4
fundamental 103:9	G	Highland's 76:10 highlight 49:23 half 24:5 126:24	I	
funds 20:11,18,20 21:10 22:21 23:13,15 24:10 29:21 35:21 41:17 49:14 50:12 56:25 58:23 63:5 94:7 98:5,10 100:22 104:23 106:13 107:2 111:24	garbage 72:19,22 74:2 76:21 80:16,25 81:11,14 86:15			
Gatekeeper 39:24 40:5,14	gatekeeper@ hcmlp.com 39:18			
Gates 32:14,17 58:20 94:4,5,14,15 95:7 98:11 100:12,21 106:9,14 111:19 112:5				
gave 21:25 35:25 42:4,12 58:5 69:8 82:22				
general 13:7 14:14 18:13,17 19:24 46:14 52:23 65:22 71:3 82:21 95:20				
	H			

42:18,22 43:5	investment 20:11, 17,20 24:24 25:22 88:18,20 97:19	joint 114:15 116:18, 23 117:20 118:3,6,10 119:14 120:15 122:2	law 10:5 136:8 140:2	146:21
instruction 41:23 42:4,13 135:23	investments 29:22 142:6	Jones 8:14	lawsuit 110:14	liability 33:25 44:8 45:13,20,22 46:3,12, 14 61:3,19 105:19
instructions 44:9 49:7,10 68:23 69:4 82:18,21 89:8,15	investors 50:9,10 52:9,16,20 61:5 63:7 88:19 89:18 101:7 102:9 104:16,17 105:21,23 107:8	judge 91:7,23,25 145:13	lawyer 26:22 67:8 92:4 115:13,25 123:19,25 130:15 136:11,14,19 139:9	liar 86:23
instructs 130:16	involved 46:13 71:21 75:8 102:16 104:13 106:4,5 117:10 124:16 140:5 144:11	judgment 52:19	lawyers 9:4 25:20 68:5 70:25 71:11 114:9 116:23 119:16 136:25	lift 26:23
insurance 61:6	involvement 121:7	July 14:24	leadership 114:8,19 118:22 119:4,9,23 120:2,12 122:17,23	lights 50:23
intend 11:12,19,20 61:16 108:9	Isaac 118:5 136:23 146:21	juncture 45:17 104:2	limited 70:14	liquidation 74:12
intended 45:15	issue 107:15 119:24	justification 56:14 58:16 60:17	limits 106:2	liquidity 90:23
intent 50:5,8 51:21 139:6	issued 49:11 93:4	K	list 113:16 119:14	list 113:16 119:14
intentional 145:6	issues 91:6	K&I 32:14,17 58:20 94:4,5,14,15 95:7 98:11 100:12,21 106:9,14 111:19 112:5	learn 54:6 68:4	listed 35:22
interest 10:12 18:4 19:18 52:9 88:19 97:22,24 107:8 116:3,9 118:3 119:18 136:16 141:17,21 144:19	J	keeping 76:10	listen 13:22 46:17 91:12 123:11	listen 13:22 46:17
interested 29:4	J.P. 112:12 113:9	Kelly 83:20,24	learning 33:15 38:3	litigant 128:8
interests 46:7 50:9 61:5 63:7 89:18 105:23 109:11 110:23 111:11 114:20 116:24 140:4	James 7:9 8:3 14:13	key 26:6	leave 76:14 98:24 108:15	litigation 103:8 111:3 114:20
interfere 93:6,11	January 6:4 7:10 14:18 77:7 91:2	Klos 145:15,17,21	led 16:6	lived 34:22
interfered 128:10	Jason 34:5 75:8 78:13 80:12 105:19	Klos' 146:9	left 76:8 80:19 81:3	loan 16:18
interference 54:25	Jason's 86:22	knew 33:9 35:17 42:13 75:9,10 99:10 125:19 140:5	legal 6:8 28:22 29:7, 16 30:21 37:18 92:8 103:24 117:18 139:11	loaning 17:4
interfering 128:6	Jefferies 54:4,8,11	knowing 56:5	located 8:16	logged 69:25
intermediate 29:3	jeopardy 63:6	knowledge 26:19,25 27:12 28:16 36:21 55:20 56:13 64:6	legally 104:4	logical 105:16
internal 32:17 65:2, 7,12	Jerome 47:10 50:20, 21 51:4	76:22 93:9 98:9 106:12 130:8 132:4	legwork 83:24	Loiben 68:13,14,15
interrupt 24:2 91:20 127:22 140:24 141:2	Jim 24:24 49:14 67:10 80:5 115:18 117:22 127:2 130:24	L	length 55:24	long 46:23 53:18,20
interruption 41:7	job 124:18 130:2	La 30:24	letter 9:4 31:17 32:6, 14 33:4,7,9,13,16,17 34:7,13 35:8,13,15, 20 36:4 37:25 38:3,5 85:8 94:3,12,14,15, 18,20 95:6 96:22 98:5,12 99:5 100:11, 15 103:16,19 104:10 106:10,15,18	longer 77:4
intervene 71:12	Joe 40:16,20 52:7 54:10,12 57:18	label 73:10	letters 44:24,25 58:22 95:22,25 96:6, 18 103:8	looked 44:11,16 85:18
intervened 38:20	John 8:13 9:20 23:2 35:3 108:7 121:21 125:16 126:17 127:23 129:22 147:5	ladies 6:7	level 98:23	lot 16:3 63:25 99:12
interviewed 140:15	largest 97:21,23	lastly 147:16	Leventon 47:5 83:9, 12 118:5 126:25 127:9 132:22 135:22 136:23 138:10,18	loud 44:4 62:24
invest 22:22 24:10	late 46:18 108:14	M	LP 7:13 17:18 18:23	ludicrous 76:15
invested 23:15				lunch 83:23
investigated 36:9				Lynn 112:21,25 113:3 115:18 118:14
				M
				made 29:22 36:13

Index: majority..nutty

55:11 56:3 64:25 73:5 88:14 95:7 101:11 102:2,4,14 126:23 133:23 139:12 142:7 144:8 147:9	marked 31:4 35:2 39:3 62:15 67:16 80:10 81:19 84:6 85:6 90:10 93:24 100:7 112:18 115:4 134:8 138:8	Miller 6:15 million 101:21 mind 124:6 mine 116:12 130:3 minimis 63:19 minimization 57:24 minutes 46:18,19,24 47:22 108:4,14,23 143:10	91:11,13,23 92:7,11, 18 93:21 94:2 96:10, 21 98:8 99:22 100:4, 8,10 101:8 104:8 105:6,10,11 106:24 107:22 108:4,11,20 109:6 110:5,10 111:23 112:15,19 114:25 115:5,7,14,20 116:9,16 117:19,23, 24 121:15,16,21,25 122:7,11,13 125:6, 11,15 126:2,9,17 127:15,20,22 128:2, 16 129:13,16,21,25 130:7,15,20 131:3, 16,19,23 132:3,11, 17,20 133:3,6,13,16 134:5,9,12 136:5 137:11 138:5,9 139:23 140:23 141:3 142:16,23 143:9,25 144:2 147:3,11,14,20	necessity 32:24 needed 114:12,18 132:24
majority 123:7	market 102:13	minutes 46:18,19,24 47:22 108:4,14,23 143:10	missed 20:12 43:2	Nexpoint 17:18,25 18:4,10,19 19:8 20:3, 10,16 21:16 22:3,7, 10,18 31:18 32:5 33:16 35:9 36:13,22 38:4 65:14 77:13 101:13
make 11:19 46:18 55:15 56:15 57:2 59:16 71:14,18 76:17 84:23 91:25 102:20 103:2 115:20 142:2 143:22 144:5 147:4	Matt 40:13,20 45:17, 19	misunderstood 51:21	model 145:15,16	Nexpoint's 18:13,16
makes 91:8 143:21 144:3,14 145:16	matter 29:20 41:12 59:6 64:18 94:6 132:22	moment 85:2 126:18	moment 145:15,16	NHF 21:21 22:13
making 52:19	matters 36:14 37:13	money 141:9 142:18	month 70:16 102:23 103:7	nonfinancial 29:3
malfunction 11:2 16:8 57:6 68:24 82:6 96:7 111:20 116:6 136:2 137:8 142:13 143:22	Mckenzie 136:9,25 137:23 138:3,19 139:2,7,25 140:2,10, 11 141:4,8 142:8,18	months 65:25 66:2 144:23	months 65:25 66:2 144:23	nonfinancially 29:3
malicious 63:17	means 89:11	morning 6:6 8:10,16 9:8,12 64:25 113:10	morning 6:6 8:10,16 9:8,12 64:25 113:10	noninvestment 53:25
man 26:6	meant 49:13	Morris 6:25 7:3,5 8:9, 13 11:5,6,16,18,24 13:4 14:7 15:8 16:14, 16,24 17:2,11,13 18:7,9 21:11 23:2,11 24:12 25:2,8 27:18 28:3,10 29:6,9,15,18 30:2,11,14,22,24 31:5 32:11 33:2 34:11,23 35:4,7 36:5, 19 37:7 38:18,24	morning 6:6 8:10,16 9:8,12 64:25 113:10	nonportfolio 54:2
manage 16:21 17:8 20:11,17,21 23:13,25 24:9,16 25:17 26:11	meeting 116:18,23 119:14	Motions 96:19 111:15 112:3,9,13	motions 96:19 111:15 112:3,9,13	nonsensical 59:21
managed 22:12,22 23:16 38:10	meetings 48:13	mouth 16:13	move 29:6 30:11 56:9 74:13 80:2 91:11 105:24	nontrader 54:2
management 7:13 18:22 28:7,19 29:12 30:6 93:7,12 101:12, 24 102:24	Melissa 128:17 133:17 134:13,25	Morris 6:25 7:3,5 8:9, 13 11:5,6,16,18,24 13:4 14:7 15:8 16:14, 16,24 17:2,11,13 18:7,9 21:11 23:2,11 24:12 25:2,8 27:18 28:3,10 29:6,9,15,18 30:2,11,14,22,24 31:5 32:11 33:2 34:11,23 35:4,7 36:5, 19 37:7 38:18,24	moving 56:4 104:5 105:22 139:15	normal 103:11
Management's 8:18	memory 12:8 113:22	Moving 56:4 104:5 105:22 139:15	multipage 37:15	Norris 59:2,8
manager 16:18 20:25 21:6,10,13,15, 25 22:4,16,19 29:21 36:8 46:12 52:14 54:2 100:24 102:7,8 103:20 104:5,6,12,22 105:14 106:21 107:4, 16,20	mentioned 49:14 64:25 65:18 117:14 128:5	Multistrat 146:16,21	Northern 7:15	November 35:10 60:8,24
manager's 56:4	message 45:16 62:9 81:23 82:11 126:18	mutual 117:3,14 118:3,6,10 120:7,16 122:3 137:3,12 139:5	noted 7:18	NPA 89:22 92:25 93:5,10,15,18
manages 23:21 39:12	messages 70:4 74:20	<hr/>	notice 75:23 80:4 108:7	number 75:17 76:9, 11,14 77:25 78:4,6, 10,18 126:10
managing 24:23	microphone 16:12	N	notification 36:12	numbers 20:4 79:10, 24
manifested 95:22	mid 77:9	<hr/>	necessary 37:3	numerous 78:20
manner 87:10	middle 119:20 120:6		named 128:17	nuts 107:9
	Mike 6:15 115:17		natural 146:25	nutty 90:21 107:10

Index: oath..primary

O oath 12:14 object 33:12,14 109:23 115:12 126:13 objected 96:14 109:20 objection 11:15,22 13:2 14:5 15:6 16:23 17:10 18:6 23:3 24:11 25:7 27:16,25 28:8,21 29:14,24 30:8,18 32:9,21 34:9 35:23 36:16 37:2 38:17,22 42:7 43:7 44:18 45:25 49:17 50:7 52:3,21 54:15 55:2,23 56:17 57:14 60:19 66:24 71:20 73:7 75:14 76:4,23 78:5,12 79:11 91:18 92:16 98:6 99:18 101:2 103:22 106:22 110:2,8 117:16 125:4 135:12 obligation 16:19 36:7 127:10 128:9,11 obligations 17:4 104:18 obstructed 127:10 obtained 12:18 110:11 occur 75:12 occurred 124:6 October 31:18 77:9 109:15 offer 101:12 102:3,5, 15,18,20 office 69:9 officer 33:22,24 34:3, 4,19 37:12,18 53:14 61:13 95:20 105:18 offices 9:11,16 110:20 128:23 operate 26:3 88:17	operating 56:7 62:3 opinion 59:22 61:25 Opportunities 22:11 opportunity 22:18 102:24 opposed 109:17 opposition 15:22 16:4 order 12:18,22,24 13:6,9,14,19 14:10 15:4,19 26:24 31:14 39:7 48:11,15 49:11 69:5 84:9,18,23 124:9 orders 49:12 61:17 ordinary 111:18 organizations 97:12 original 41:20 outcome 145:10 outstanding 89:19 overrule 34:2 oversee 68:6 owned 38:9,14 114:10 owner 30:10 97:3,9 owners 20:6 28:14, 15,18,23 29:11 30:5 56:3 63:21,24 ownership 10:12 18:4 19:18 74:13 97:21,23 136:16 141:17,21 144:19 owns 18:16 129:10 131:13	76:21 77:11,12 101:24 paragraph 87:25 88:7,9,14,16 89:2 part 23:19 43:2 59:22 69:9 72:5 120:19,23 121:2 137:3,20 participate 9:15 11:12 118:2,5 123:2, 18 139:7 144:7 participated 123:14 participating 123:24 parties 6:18 24:14 26:17 28:19 29:11 30:6,16 104:10 106:7 107:14 126:11 137:12 139:17 partner 14:14 18:14, 17 19:25 party 17:7 24:8,15 29:4 120:15,17 122:4 132:13 past 102:23 pause 7:4 95:10,11 111:25 pay 74:15 79:14 142:17 144:15 payment 101:23 142:8 144:8 payments 144:5 Pearson 40:13,14,17 41:3 43:15 45:18,19, 22 pending 6:23 people 28:24 42:4 76:12 79:9 105:22 107:11 143:17 145:14 people's 117:5 percent 54:21 perfectly 46:25 80:6 performance 88:19 period 70:14 76:10 peripherally 146:13	permanent 110:16 permission 9:7 75:21 77:22 person 70:10 83:21 135:9 138:19 143:14 145:17 personal 33:24 45:20 46:3 55:20 61:3,18 67:8 69:23 75:18 78:10,18 105:19 109:11 110:23 111:11 115:24 128:21 140:4 personally 12:21 17:15 38:20 67:11 71:15,17,21 126:23 petition 26:19 phone 8:25 32:18 60:9,16 69:8 71:24 72:4,6,11 73:3,5,14, 21 74:7,9,10,13,21, 24 75:3,4,6,9,10,17 76:9,11,14,19,20 77:11,12,18,21,25 78:4,6,10,15,18,21 79:10,24 80:15,20 81:10,13 82:24 85:13,15 86:5,15 87:2,10 123:24 phone's 81:7 phones 72:10,11,24 73:24 77:2 80:2 picking 60:8,15 piece 119:5,6 place 48:10 147:8 plan 74:13 109:17 144:24 145:4,6,8,11, 19,21,24 146:4 planned 108:9 play 83:5,12 playing 31:9 point 20:12 36:18 63:18 125:24 points 13:17 147:4 policy 144:9 portfolio 16:17 20:25
--	---	---	--

Index: print..requested

print 71:4	providing 120:2	59:20	recycled 72:20	6,7,12 122:24 134:4
prior 60:17 94:23 104:7 124:6 142:5	provisions 26:6	reach 117:5	redefined 65:24	135:4,5,8 138:25
privilege 116:11 124:20 140:25	purpose 46:8,9,10 50:13 55:5,25 56:7 91:3,9	read 12:21 13:24 14:9 31:13 44:3 49:22 62:23 70:17 84:16 85:11 88:3,7, 10 89:2 99:6 113:11 118:23 128:4	reduction 57:24 58:2	144:12
privileged 115:19 124:17	pursuant 26:16 40:22 48:10 116:4	realizes 90:22	remembered 63:14	remembering 60:12
problem 23:18 43:3	push 64:2	reason 10:16 14:8 63:10 66:18,21 67:4 86:8,25 87:5 90:25 102:22 135:21 137:5	referred 137:13	remind 61:9
procedure 6:22 75:11	pushed 95:19	reasonable 103:11, 12	referring 22:14 25:5 44:13,16 45:2,5 65:5, 15	remote 6:19
proceed 7:6 41:9	pushing 91:4 105:20	reasons 52:5 63:3, 11,12 91:6	refers 21:17,19 41:15	remotely 6:14,17 31:7
proceeding 7:21 10:8 110:7 126:16	put 30:25 31:11 34:23 38:24 62:12 64:21 80:7 81:16 84:3 85:3 90:7 92:4 93:21	recall 13:18 15:25 16:4 31:25 45:4 58:18,19 65:3 79:13 82:5,11 89:12 90:6 100:14,16,20 107:17, 21 114:4,7 116:21 122:25 123:5,22 124:3,4,7 136:23 146:11,14	reflect 108:13	removed 110:19
process 73:9,23 76:25 100:23 103:19 104:11 105:2,13 106:20 124:15	putting 63:5 103:10	reflect 108:13	removing 100:24 107:19	repeat 42:8,25 51:12 76:24 79:18 86:10 105:4 121:13
produce 113:21 124:8,24 126:20 132:13 135:23	Q	refresh 98:15 113:22 119:14	replace 104:5 107:3	replace 104:5 107:3
produced 70:22,23 71:8,19 114:4 115:17 124:23 132:24	question 19:14 20:13 23:8,18 24:6 27:11 28:12 42:9 46:20 51:13 65:9 74:18 79:19 86:11 88:11 89:5 91:10,12 92:12 94:25 98:2 105:5,9 114:2,24 116:20 121:14 123:11 125:10,18,22 126:3 127:14 129:12, 19 130:17,19,25 131:15,22 132:16 133:2,12 134:3	recent 137:22	replacement 72:6	replacement 72:6
production 70:4,19 83:3,10,18 121:22 122:2 124:12 133:9, 24 135:9,17	questions 28:13 48:19 58:9 70:23 79:7 84:20 116:13 128:12 130:13 147:4	recently 123:22 126:7,8 142:4,6	reported 54:9	reporter 6:15 7:19
professional 24:24 25:22 53:25	recess 48:2 109:2 143:5	receive 41:19	Reporting 6:9	Reporting 6:9
prohibition 101:9	recipient 45:15	received 85:11	reports 54:7	reports 54:7
promise 47:8	recipients 41:23 42:18,23 43:6	recent 137:22	represent 10:11,13 26:9 94:8 116:2 136:12,15,20	represent 10:11,13 26:9 94:8 116:2 136:12,15,20
prompted 134:22	recollection 53:19 98:15 113:23 119:15 120:9 123:23 134:24	recently 123:22 126:7,8 142:4,6	representation 122:12	representation 122:12
prosecution 111:10	quickly 104:6 139:16	recess 48:2 109:2 143:5	represented 67:10 95:6	represented 67:10 95:6
protect 101:6	quote 45:12 49:12 53:22 134:25	record 6:13 7:18 47:3,25 48:5 50:25 84:24 91:22,25 108:13,25 109:5 129:23 143:4,8 147:25	reinsurance 141:15	representing 103:2 116:23 123:7 137:24 139:11 140:12
protocol 73:9	R	recording 6:19	reject 102:2,4,5,15	represents 10:2,6, 17 94:5
provide 24:16 93:14 102:11 114:19 118:22 119:9 120:12 122:17,23 127:3,11 128:9	rarely 60:2,3	remember 13:17 23:6 60:3 73:17 75:7 84:20 101:14 111:14 112:2,5,6,7,10,11,14 114:21 116:19 119:3,	relief 110:17	request 13:20 67:14 70:3,9,14 91:24 132:12 133:23
provided 57:12 93:17 102:23 116:4	rationale 50:17 56:15 57:12 58:4,21	remedy 105:16	remember 13:17 23:6 60:3 73:17 75:7 84:20 101:14 111:14 112:2,5,6,7,10,11,14 114:21 116:19 119:3,	requested 11:3 16:9 57:7 68:25 82:7 95:15 96:8 111:21 116:7 126:6,7 135:25 136:3 137:9 142:14

Index: requesting..speculation

143:23	reversed 89:15	scroll 32:7 41:2,18 43:13,23 48:23 53:10 62:16 70:7 81:20 82:2 84:11 87:20 92:19 94:17 100:13, 18 112:24 115:5 118:13,17 134:9,10, 15 138:16,21	sending 33:3,6,12 37:24 99:5 103:15	similar 45:10
requesting 47:14	review 15:2 70:21,24	senior 72:25 78:20 79:2	simply 91:14 92:12 123:13	
requests 64:17 67:24 70:5,8 126:24	reviewing 83:6,13	sense 13:7 91:8 145:16	single 128:13	
required 101:20	Richey 6:7	sentence 43:2 88:15,24 89:2,7,10, 20	sir 8:17 33:20 35:11 85:9 94:17 126:3 130:11	
reservation 101:4	Rick 6:7	serve 112:12 147:8	sit 10:15 55:21 66:19 143:17 144:13	
resignation 109:14	rightfully 63:20	served 67:23	sits 143:14	
resigned 40:11	rights 28:23 101:4	serves 16:7,17	situation 105:22	
respect 14:3 36:14 37:13 47:6 99:19 114:19	rigorously 95:21 101:6	services 77:12 116:4 127:7 130:9,21 132:5	Sky 41:12,15,24 42:19,23 43:9,10,19 89:24	
respond 135:23	risk 28:24 57:23,24 58:2 63:6	set 36:14,24 37:13 54:3	so-called 144:24	
responded 43:15,24	role 52:14 65:23 83:5,12 114:15 117:9,10	seek 42:21 43:4	social 6:11	
responding 49:3	room 6:12,16 8:19,20	seeking 15:16 38:8	sold 38:14 46:8 50:11 56:6 63:9,17	
response 43:13,18 44:3 49:2,8 68:8 118:14 122:15,16 124:9 135:4	Rothstein 75:8 78:14 80:12 81:9 85:19 86:4,19 87:6	Seery 14:13,20 15:3, 9,12 24:24 25:15 31:18 35:9 36:14,23 38:8 41:25 42:6,15, 17 45:23 52:10 53:2, 6,22 54:23 55:5,21 56:7,15,25 57:5,6,11, 23 58:5,9,16 59:9,17, 25 60:9,12,16 61:7, 12,23 62:2,9,20 64:13 80:5 90:5 91:16 92:14 101:19 127:2	sought 26:23 103:2 110:11 111:25	
responsibilities 99:11	Roughly 12:20	severity 6:10	sounded 21:25	
responsibility 17:8 52:15,18 80:24	Rule 6:21	Sevilla 112:12 113:9, 19	Sowin 40:16,17 49:3, 6 51:9,17,20 54:12 57:18,22 58:5,8,12 59:9,17 90:4 92:21	
responsible 104:7	rules 6:22,23	share 30:25	Sowin's 50:3,4 58:15	
responsive 68:7,8 70:5,20 71:8,18,22 82:25 83:6,13 124:17	ruling 92:2	shared 77:12 116:4 127:7 130:9,21 132:5 137:3,13 139:5	speak 32:13 42:17 55:16,18,19 74:6 83:2,9,16	
rest 48:18	S	shares 92:15	speaking 59:25 95:23	
restrain 13:15	sale 111:25	sharply 142:25	specific 19:10 73:3	
restrained 84:19	sales 38:13 43:19 93:2	she'd 71:4	specifically 30:15 33:5 35:15 85:10 90:6 96:3 100:16 126:20 127:21,24 128:3	
restraining 12:18,22 13:14,19 14:10 15:4 84:8	sanctioning 26:14	She'll 91:25	specifics 79:14	
restrains 13:6,9	satisfy 71:7	sheets 146:15,20	speculate 21:8 22:25 29:5 55:4 68:22 98:21 120:4,5 136:7	
resume 107:23,25	Saturday 112:21	shortly 78:22	speculating 55:9	
retail 94:7 104:17	Sauter 65:6,7,12	showed 108:7	speculation 55:4	
retain 76:13	schedule 48:13,16	signatory 104:10 106:8		
retained 141:5	scheduled 48:17	signed 16:3 17:15 84:9		
retainer 141:9	Schroth 133:17,23 134:13,16	significant 63:21,23 146:13		
retaining 140:3	scope 84:25	signing 15:25		
return 108:3	Scott 60:4 65:18 97:8 117:25 132:14 146:17			
returning 74:3	screen 30:25 31:12 48:22			

Index: speed..told

speed 99:3	71:17 105:2 106:19 107:3	suggested 112:12	technology 78:14	Thomas 53:5 61:2 62:2,4,6
spent 123:6 144:22	stick 66:25 124:5	suggesting 64:3	telephone 8:23 48:14	thought 15:18 22:14 52:11 54:24 55:24 59:21 62:2,7 78:24 79:2 96:4 121:8
spoken 57:11 60:4 138:2	stipulate 6:18	summary 101:15	telling 108:18	threw 73:12,14 76:19,20 77:18
stab 145:8	stop 38:21 43:9,10, 14 53:11 63:20 89:17,23 140:21	supersede 56:2 71:13	temporary 12:18,22 13:9,14,19 14:10 15:4 84:8	throw 72:21 73:5,20 74:2 80:15,24 81:10, 14
stack 71:4,5	stopped 40:7 69:14	supervise 71:13	ten 46:18,24 47:21 108:4	throwing 73:17
staff 25:24 37:19	stopping 42:14	supervisor 146:10	ten-minute 107:23	thrown 86:15
stand 52:5 135:3,19	Strand 14:14	supported 15:12 33:6 37:24 99:25 103:15	term 117:18	thrust 99:7
standard 7:11 47:25 73:9 75:11 108:25 109:5 143:4,8 147:24	Strategic 22:10,18	supposed 124:20	terminate 26:24	thumb 71:4
standing 23:22 24:22 26:11	strategist 111:8,9	surface 76:15	terminated 25:25 26:18 78:21	time 7:11 8:19 14:9 19:14 31:8,12 32:3,4 35:14,25 38:19 40:10 42:3,12 45:5 47:25 53:20 57:21 59:24 60:4,11,12 62:9 63:18 70:14 73:24 74:11,13,20 77:5,6, 18 82:16 86:5 88:5 90:3,20 94:20 100:20 103:16 107:12 108:3, 8,25 109:5 117:11 123:6,16,25 124:12 128:13 129:20,22 133:8 135:9 139:24 140:15 142:12,24 143:4,8 144:22 147:24
standpoint 36:3	strategy 111:3 142:6	Surgent 53:5,13 60:24 61:18	termination 80:3	
stands 17:3	strike 29:6 30:11 56:9 91:11,20,25	suspense 126:19	terms 45:10 64:3 101:16	
Stang 8:14	string 39:5 118:25 119:20,21,25 120:6	swear 6:16 7:19	testified 8:5 59:4 99:3 137:15	
start 7:8 39:6	struggle 145:5	swearing 6:20	testify 11:20 16:20 23:19,21,23,24 24:5, 14 113:19	
started 108:13 110:14	stuck 126:16	switched 69:16	testifying 12:11 26:10	
starts 119:21	stuff 78:14,15 91:8 99:9	sworn 8:4	testimony 24:21 35:24 47:16 58:6 59:13 76:24 120:13 124:2	
state 6:23 47:2 116:11,12	subject 24:17,18,19 26:20 41:12 101:22 103:25 104:3 105:25 111:6 126:15 130:14 132:22	symbol 21:21	Texas 7:16	
statements 88:9 125:2,13,20 126:12, 21 132:13,23 133:10, 25 135:10,14,18,24	submit 15:21	system 54:9	text 62:9,19,23 70:4 74:20 80:18 81:23 82:11 126:17 134:11, 19,22	
States 7:14	submitted 15:3	systems 47:11 50:21	texts 107:14	
stay 26:23 103:25	subpoena 126:21 134:17 135:2,19 147:8,12	T	Thanksgiving 38:7 60:13 90:24	
stayed 77:8	subsequently 122:22	talk 16:5 47:3,9,10, 15,19 59:12,14 60:9 62:5 83:25 117:21	theme 99:8	
stays 26:20	subsidiary 22:2	talked 20:15,16 23:12 60:12 62:6 98:16	thing 31:8 103:11 104:15 113:10 120:8 140:9	
steno 7:18	substance 15:11 32:6 44:25 45:10 50:4 96:6	talking 13:10,11 73:3	things 16:3 24:17 26:21 61:4 64:2 99:12 106:3 128:5	
stenographer 11:4 16:10 57:8 69:2 82:8 96:9,12,16 111:22 116:8 136:4 137:10 142:15 143:24	substances 44:24	Tara 68:13 81:13,24 82:5,14,15 83:17,20, 22	thinking 46:23	
stenographic 50:25	suffered 46:6	Tara's 71:10 80:20 81:3,10 83:19 86:6, 19 87:2	told 25:24 34:16 37:8,20 57:4,23 66:12,15,17 74:23 86:19 100:22 120:11 133:23	
stepped 50:20	sufficient 52:6	technical 50:24		
steps 42:21 43:4	suggest 61:16 102:19			

tomorrow 103:5,13 147:15	typed 122:20 typical 46:5	vehicles 16:19 17:9 versus 72:24 video 6:19 video-recorded 7:8 view 102:17 viewed 32:23 vindictive 90:21 91:5 violating 63:4 virtually 21:10	work 39:6 71:10 82:6,10,15,23 128:22 work-around 53:2,7, 23 54:22 61:2,12,25 worked 69:7 working 53:22 119:16 120:19 121:2 123:7 works 40:16 54:14, 18,20 61:20 83:20 92:9 world 36:13 worse 90:19 wrapped 101:16 write 60:23 63:2 writes 113:8 writing 44:6 103:8 writings 44:13,15 45:4 written 37:10,17,18 44:9 wrong 99:20 wrote 51:17,25 53:5, 22 64:8 112:21 113:3
transactions 42:19, 24 43:9,10 45:23 52:19 57:13 60:10 111:18	understanding 13:5,8 29:8,10,20 30:5,9 34:21 39:22 41:14 58:21 78:19 79:12,13,17,22,25 84:18,24 88:17 92:4 97:18 102:12 137:7 143:20	wanted 49:19 55:14, 21 56:15 57:2,13 61:21,23 74:24 76:3 90:5 91:16 92:14 101:23 119:15,22 125:12,19	warning 62:25 63:19 64:9 warnings 64:12 Waterhouse 146:8,9
transfer 102:7,9,24 104:7	understood 42:3 70:2 73:8	week 69:17 95:5 weeks 25:25 74:16 112:3	year 69:18 123:20,21 126:5 142:4 145:18
transferred 75:18	unfounded 63:17	withdraw 33:17 34:7 38:4 98:5,11 106:10, 14	years 34:22 41:17 53:20 69:25 72:12 73:25 88:16 142:5 144:10,11
transition 50:12 56:2 63:8 72:7 74:12	unhighlight 49:21	withdrawn 15:10 16:24 28:4 34:13 39:20,21 44:14 45:20 52:17 54:16 55:13 66:20 70:23 71:16	Z
transitioned 78:10	United 7:14	72:15 76:19 78:8 80:5 82:14 86:12 101:10 105:10 106:8 129:6 143:25	Ziehl 8:14
trial 112:22 113:18	unpaid 77:8	woman 128:17	
TRO 15:13,16,23 16:6 83:25 93:4,15, 18 110:11 111:2 113:13 114:18 125:5 126:15 127:25 128:2	unteachable 101:15,17	word 25:4	
true 19:22 89:21	untrue 87:6	words 122:18	
trust 71:10,11	unusual 52:12		
TSG 6:9	up-front 101:23		
turn 50:22	upgraded 73:24		
tweak 55:6	urgency 90:24		
twisted 26:10	V		
	validity 6:19		
	variety 126:6		
	vast 123:7		